



State of Palestine Ministry of Education

LABOR MANAGEMENT PROCEDURES

For:

**Supporting an Education Reform Agenda for Improving Teaching,
Assessment and Career Pathways Project- SERATAC**

Project ID no: P177299

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List of Acronyms:

| Abbreviation | Definition |
|--------------|--|
| SEA | Sexual Exploitation and Abuse |
| SH | Sexual Harassment |
| ECD | Early Childhood Development |
| EHSG | Environmental Health and Safety Guidelines |
| ESCP | Environmental and Social Commitment Plan |
| ESF | Environmental and Social Framework |
| ESO | Environmental and Social Officer |
| ESS | Environmental and Social Standards |
| GBV | Gender Based Violence |
| GM | Grievance Mechanisms |
| GRM | Grievance Redress Mechanism |
| ILO | International Labor Organization |
| LMP | Labor Management Procedure |
| MOE | Ministry of Education |
| MOH | Ministry of Health |
| MPA | Multiphase Programmatic Approach |
| OHS | Occupational Health and Safety |
| PA | Palestinian Authority |
| PCU | Project Coordination Unit |
| PLL | Palestinian Labor Law |
| PPE | Personal Protective Equipment |
| STEM | Science Technology Engineering and Mathematics |
| WHO | World Health Organization |

1. Introduction and Project Description

The Labor Management Procedure (LMP) is developed by the Ministry of Education (MOE) for the West Bank & Gaza Supporting an Education Reform Agenda for Improved Teaching, Assessment and Career Pathways Project (SERATAC) to ensure the project sustainability in compliance with Environmental and Social Standard 2 on Labor and Working Conditions (ESS2) of the World Bank's Environmental and Social Framework (ESF) and the national legislation and regulations of the Government of Palestine. This LMP will be finalized, consulted on, reviewed and cleared by the Bank and disclosed prior project effectiveness.

The purpose of the LMP is to facilitate the planning and implementation of the project by identifying the main labor requirements, the associated risks, and the procedures and resources necessary to address the project-related labor issues. The LMP sets out general guidance relevant to different forms of labor but also issues and concerns that relate to COVID-19 considerations. The Project's overall environmental and social risks have been identified as "moderate"; these also include workers' occupational health and safety (OHS) and labor associated risks. This LMP assesses and provides mitigation measures to address labor and workers' health and safety risks.

The MOE has hired an ESO in the West Bank, and assigned a support ESO in Gaza Strip, both ESO's will support the E&S requirements of the project including implementation of the LMP.

Project Description:

The West Bank & Gaza Supporting an Education Reform Agenda for Improved Teaching, Assessment and Career Pathways Project (SERATAC) includes three phases focused on three thematic areas that address the most pressing education challenges in WB&G. Phase 1 will, on the one hand, respond to medium-term needs resulting from missed learning due to the COVID-19 pandemic and the Gaza conflict, and on the other, lay the foundations for long term reform of the system. Each phase will gradually and progressively contribute towards the program development objective. There will be a logical scale up of initiatives from primary level (in phase 1) to lower secondary (phase 2) to upper secondary (phase 3). All three phases will be fully anchored in student learning data: phase 1 will establish the first internationally recognized measurement of student learning in over a decade, with PISA 2022 and TIMSS 2023, while subsequent international assessments in phases 2 and 3 will enable the establishment of learning trends. Similarly, phase 1 will see student career guidance improved, while the following phases will increase secondary students' pathways to tertiary education and the labor market.

The Phase 1 project includes the following components:

Component 1: Building strong foundational skills for learning and wellbeing. WB&G's efforts to raise foundational skills and wellbeing of Palestinian primary school students, providing each child with a strong foundation for their future learning. In Phase 1, this will be achieved through (i) the development of an Arabic literacy strategy to set quantifiable goals for children's Arabic language learning outcomes along with the roles of key actors; (ii) improvements to early grade Arabic language arts instruction (reading, writing, speaking, and listening in Grades 1–4); (iii) strengthening of preservice teacher education in classroom practices to improve foundational skills; and (iv) promotion of positive school and classroom

climates, including extracurricular activities, so they are conducive to student learning and wellbeing. Through the learning associated with implementing the Phase 1 activities, scaling up would take place in Phases 2 and 3 to reach higher levels and grades for Arabic language arts and positive school and classroom climates, to expand to mathematics and science in the early grades, and to support efforts to sustain and embed improvements in these areas through strengthening of key system mechanisms such as teacher policies, school evaluation, and school improvement planning.

Component 2: Harnessing technology to improve STEM learning and better equip students for the labor market. Through this program component, SERATAC will improve STEM teaching and learning and better equip students to make informed career choices and find jobs. To achieve this objective, under Phase 1, the program component will aim to (i) strengthen and operationalize MOE's STEM Framework, (ii) improve upper primary (Grades 5 and 6) students' mathematics, science and digital skills through improved pre-service and in-service teacher training as well as an adaptive learning program, and (iii) lay the foundations for an effective career guidance system that helps secondary students make informed career choices and be better equipped to pursue them. Phases 2 and 3 will build on the technical and implementation knowledge gained in the first phase and will focus on scaling up the package of STEM interventions gradually to lower secondary (Grades 7 to 9), and then to upper secondary (Grades 10-12), phase in the adaptive learning program in mathematics to benefit Grade 9 and Grade 11 students, and then expand the scope and reach of the career guidance system to include tertiary education students.

Component 3: Strengthening the student learning assessment system. Through the third program component, SERATAC will strengthen the Palestinian student assessment system so that it promotes and incentivizes learning at all grade levels. To achieve this objective, under Phase 1, the component will: (i) strengthen the national assessment framework and Arabic national assessment in Grade 5; (ii) lay the foundations to reform the secondary school leaving examination (Tawjihi) and create a more inclusive pathway to the labor market for secondary school students; and (iii) finance participation of WB&G in two ILSAs to obtain high-quality learning data. In phases 2 and 3, the lessons learned during phase 1 will be applied to support the gradual rollout of Tawjihi reform measures, including the creation of inclusive and more flexible pathways for secondary students to enter into technical vocational colleges and higher education. These phases will also ensure the continued availability and effective use of high-quality data from national and international assessments. This approach will enable the construction of comparable trends in Palestinian student learning outcomes over time, that continuously inform policymaking and provide a powerful tool to hold education stakeholders accountable for student learning.

The Project will be implemented by the Ministry of Education (MOE) in West Bank and Gaza and in accordance with the provisions of the relevant Environmental and Social Standards (ESSs) of the World Bank's Environmental and Social Framework (ESF).

This LMP will be developed to facilitate the planning and implementation of project activities that employ "Project Workers" as defined in ESS2. This will assist in identifying labor requirements, associated risks, and the procedures and resources necessary to address project related labor issues.

2. OVERVIEW OF LABOR USE ON THE PROJECT

The Project will be implemented by MOE who will be responsible for carrying on all activities within the project. Most or all the Ministry's directorates in different regions will be included. MOE through bidding procedures, will select local companies for the supply of equipment and tools to schools.

The SERATAC activities will include different categories of workers. As per ESS2, project workers can be classified into the following four groups: direct workers, contracted workers, community workers and primary supply workers. direct and contracted workers will be involved in project implementation. The project will not involve primary supply workers or community workers.

It is expected that the Project will engage the following categories of project workers as defined by ESS2:

Direct Workers:

Direct workers would likely include the project managers at MOE (focal points for each component) and their teams; employees in different directorates in the West Bank and Gaza such as government employees/ staff and supervisors who are already working in the Ministry and directorates and will also do some project related work but will not be transferred to the project, technical staff such as financial and communication officers/consultants and IT operators in addition to PCU staff in both the West Bank and Gaza; including the Environmental and Social Officer (ESO) and the support ESO in Gaza, the Ministry may also assign some of its staff working at the Directorate General of projects, to work with SERATAC ES team. Provisions of the ESS2 does not apply to assigned government employees EXCEPT for the provisions of forced labor, child labor and serious safety concerns. The PCU staff in the West Bank and Gaza as well as the ESO are consultants who will be subject to the existing terms and condition stated in their job contracts with the government; the Ministry teams are civil servants who work at the Ministry or its directorates. It is expected that direct workers would also include independent consultants who are specialized in certain disciplines and will be selected under this project through individual contracts, on full or part-time basis, with specific definition of the assigned tasks and responsibilities. The estimated number of direct workers would likely be between 50-70. (PCU staff: 6-8, Component 1 focal point and team: 10, Component 2 focal point and team:10, Component 3 focal point and team: 10, staff and supervisors from different directorates 20-30).

Contracted Workers

Throughout the project implementation, there will be selection of consultancy firms, international consultants, or international and local universities; these consultancy firms and universities may contract trainers and other individuals to perform certain tasks within the project. At this stage, the number of contracted workers could not be identified, but would be identified at a later stage when the scope of work for each consultancy is clear.

Primary Supply Workers

The project will not involve primary supply workers. Suppliers of certain goods and materials during the project implementation will not supply

goods on an ongoing basis or provide directly to the project goods or materials that are essential for the core functions of the project.

Number of Project Workers: It is estimated that the number of all types of workers/employees to be involved by the Project in West Bank and Gaza is in the range of 70-100. This number will be further revised during implementation.

Characteristics of Project Workers: The employees/workers, either male or female (mainly the direct workers), will be engaged according to the work needs. Both the direct workers and contracted workers will be skilled workers with requisite professional and technical experience.

Timing of Labor Requirements: The direct workers will generally be required full time and throughout the year for the project duration or as needed. Individual or other technical consultants will be required as per the need.

3. ASSESSMENT OF KEY POTENTIAL LABOR RISKS

SERATAC does not envisage any civil works. Components 1, 2.1, and 2.3 aim to build strong foundations for learning and wellbeing, strengthening and operationalizing MOE's STEM education framework, and strengthening the student learning assessment system, none of which will have adverse environmental impacts; however, potential face-to-face training activities may entail risk of exposure to COVID-19. The implementation of subcomponent 2.2 will include procuring Grades 5 and 6 with classroom and basic and specialized science laboratory equipment's to enable the adequate implementation of the STEM guide, in addition to equipping schools with adequate digital infrastructure needed to deliver, where relevant, the high-tech adaptive learning packages. The supply of the digital equipment is not expected to have adverse impact on energy consumption, some of the IT equipment may require installation, where minor environmental risks and impacts are expected including occupational health and safety risks on workers including risk of exposure to COVID-19, and related accidents. The risk of procuring basic and specialized science laboratory equipment may result in health and safety risks if installation of the equipment's is required, in addition to safety risks and waste generation during operation.

Key Labor Risks: The key labor risks which may be associated with the project include:

- Risk of exposure to COVID-19: this can result from the exposure of project workers to the community or other sick co-workers. This risk is elevated if proper hygiene and safety precautions, as specified by MOH and the WHO guidelines, are not implemented and followed.
- Gender Based Violence (GBV), Sexual Exploitation and Abuse (SEA), Sexual Harassment (SH), and Child Abuse and Exploitation (CAE) risks. There is a low risk of GBV/SEA/SH/CAE through face to face or online training, or during installation and supply of equipment, that require mitigation measures including specific grievance redress channels, and ensuring confidentiality.

- Labor and working conditions: The project will involve civil servants working at the ministries responsible for project implementation, direct workers, and primary supply workers. Labor risks include overtime, unpaid salary in part or in full, minimum age and child labor risks.
- Risks relating to terms and conditions of employment as well as workers' rights such as timely salary payments, appropriate insurance as per this LMP and national legislations, suitable working conditions.
- There is a stark geographic and administrative separation between the West Bank and the Gaza strip. The two areas differentiate in employment context, wage levels and labor demand. The Palestinian Authority (PA) has varying degrees of authority in different areas of the West Bank and Gaza, as defined in the Oslo Accords, which has implications for the implementation of ESS2.

Regarding the risk of SEA/SH, there will be enforcement of a code of conduct, to be signed by all project workers; raising awareness and conducting trainings about these issues in the workplace; and, ensuring access to grievance mechanisms in case there is a need to file a complaint, without fear of reprisal and while maintaining anonymity.

4. BRIEF OVERVIEW OF LABOR LEGISLATION: TERMS AND CONDITIONS

I - Palestinian Labor Law No. 07 of 2000

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

The Individual Work Contract

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

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 (as stated below) 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. These wages are:

1. The minimum monthly wage in all areas of the Palestinian National Authority and in all sectors is an amount of (1,880 shekels) per month.
2. The minimum wage for day laborers, especially those working on an irregular daily basis, in addition to seasonal workers, is an amount of (85 shekels) per day.
3. The minimum wage for one hour of work for workers included in paragraph "2" above is an amount of (10.5 shekels) per hour.

A labor agreement will determine the form and amount of remuneration that should not be less than the legally approved minimum wage limit mentioned above.

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

Working hours 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 be reduced by at least one hour in all hazardous or health damaging occupations, in addition to nightly jobs. Such occupations shall be defined through a decision issued by the Minister, after consulting with the concerned employers’ and workers’ organizations. 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. Friday is the weekly rest period (holiday) unless the interest of the work requires the allocation of another day, provided that such day is taken by the worker on a regular basis.

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.

Leaves

According to Articles (74) through (80) of the PLL:

An employee will have the right to enjoy paid leave for at least 14 working days, sick leave of 14 days, and unpaid leave for 14 calendar days per annum. 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.

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 (modified recently to 90 days), including at least six weeks after the delivery. The working woman may not be dismissed from her work because of the maternity leave unless it is proven that she worked in another work during such leave. The breastfeeding mother shall be entitled to a period or periods for breast feeding during work hours, the total of which shall not be less than one hour per day for a period of one year from the date of delivery. The breastfeeding hour, mentioned above, shall be counted as part of the daily working hours. According to the work interest, the working woman may obtain an unpaid leave to foster her child or accompany her husband.

Labor Dispute

According to Articles (60) through (67) of the PLL: Palestinian Labor Law includes provision for workers exemption from legal fees arising from work-related disputes and allows unionizing. A bipartite committee will settle any disputes that may arise from the implementation of agreement. The court has jurisdiction over labor related disputes. The Palestinian Labor Law applies to direct workers and contracted workers, who are employed on fulltime 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: i. 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. ii. The worker's request that he/she represents the workers or his/her current or past representation of such workers. iii. 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.

As an essential mitigation measure to address the gaps in the Palestinian National Labor law regarding labor dispute issues and to provide the workers with a non-judicial procedure, the project is to establish a Workers' Grievance Mechanism.

5. Key Gaps between ESS2 and National Labor Law

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

- **Forced labor:** Forced, involuntary, bonded labor etc. are not addressed by the Labor Law No. 7 of 2000. There is no specific provision in national legislation punishing the exaction of forced labor.
- **Discrimination:** Gender discrimination in the different aspects of the employment relationship, including in recruitment, promotion and terms and conditions of employment, is not expressly prohibited. Discrimination on a number of personal characteristics is not expressly prohibited under the Labor Code, including race, political belief, language, sexual orientation or gender identity. Sexual harassment is not expressly prohibited by law.
- **Contracted and primary supply labor:** National law does not contain specific requirements on the use of contracted labor or on the use of primary supply labor. As an essential mitigation measure to address the gaps in the Palestinian National Labor law regarding labor dispute issues and to provide the workers with a non-judicial procedure, the project has established a Workers' Grievance Mechanism that is described under chapter 10 of this LMP.

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

This section provides an overview of the key aspects of the Occupational Health and Safety (OHS) policies and procedures to be applied by the employers and the workers.

1. Occupational Health and Safety (OHS) Obligations of the Employers (MOE)

The Council of Ministers Act 11, 2012, and the health conditions and standards related to occupational health and safety at different workplaces apply to direct workers. The same policies and procedures will be also applicable to the contracted workers if applicable. The following points among others set out in ESS2 and World Bank Group's Environmental Health and Safety Guidelines (EHSGs) will be ensured:

- All potential risks to project workers' health and safety will be identified by all parties who employs workers and develop and implement procedures to establish and maintain a safe working environment to prevent hazards to project workers, including processes under their control. *Health and safety measures for installation of equipment's will be embedded in the technical specifications of suppliers bidding documents, its implementation will be monitored by the PCU.*
- Maintain a safe working environment Protection measures for workers from exposure to COVID-19 depending on the type of work performed and exposure risk are put in place. Employers will adapt infection control strategies based on a thorough hazard assessment, using appropriate

combinations of health and safety and administrative controls, safe work practices, and personal protective equipment (PPE) to prevent worker exposures;

- Provide resources necessary to carry out the work with safety;
- Project workers will not be retaliated against or otherwise subject to reprisal or negative action for reporting or removing themselves from dangerous and unsafe situations;
- Project workers will receive OHS training relevant to protection against COVID-19 at the beginning of their employment. Training will cover the relevant aspects of OHS associated with daily work. Training records will be kept on file. These records will include a description of the training, the number of hours of training provided, training attendance records, and results of evaluations;
- Project workers will be provided with facilities appropriate to the circumstances of their work, including access to canteens, hygiene facilities, and appropriate areas for rest;
- MOE provides appropriate medical care and insurance for their direct workers during the course of their employment.
- 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 injuries, disabilities and diseases will be provided.
- The adherence to safety measures, application appropriate hazard alert signage and providing emergency contact information to strengthen awareness on specific risks related to the presence of hazard as life and fire safety etc., that staff and suppliers are required to adhere to and apply at the work environment during the activities implementation throughout the project, measures should be in compliance with the ministry of education and the civil defense requirements and the environmental and health and safety guidelines for the relevant sector , and remind staff of contact information of the GM focal point including the name and/or function, telephone number, email, address.

2. Obligations of the Employees:

Employees are required to:

- Maintain safe practices at work to avoid danger to the safety and wellbeing of the workers, which may be caused by inattentiveness to safety and security measures;
- Assist the employer in maintenance of measures designed to ensure health and safety in the work place;
- Regardless of specific exposure risk, it is always a good practice the following:
 - Frequently wash your hands with soap and water for at least 20 seconds. When soap and running water are unavailable, use an alcohol-based hand rub with at least 60% alcohol.
 - Avoid touching your eyes, nose, or mouth with unwashed hands.
 - Practice good respiratory etiquette, including covering coughs and sneezes
 - Avoid close contact with people who are sick.

- Stay home if sick. ○ Recognize personal risk factors. According to the WHO, certain people, including older adults and those with underlying conditions such as heart or lung disease or diabetes, are at higher risk for developing more serious complications from COVID-19;
- Inform the employer or his designated supervisor immediately of the occurrence of any incident which the employee believes may cause danger and which the employee is unable to resolve;
- Inform the employer or his designated supervisor of any accidents or damage sustained at work or related to work.
- Employees have the right to report work situations that they believe are not safe or healthy and abstain from work where there is serious threat to health or life
- Signing of the Code of Conduct as a condition for signing employment contract or assignment confirmation when employee is a Ministry staff.

3. COVID-19 Specific Occupational Health and Safety

The PCU should revert to MOH and WHO resources ¹ for guidance and updates on the measures to address the risk of exposure to COVID-19, the following provisions will apply for all categories of project workers:

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

7. Terms and Conditions for Employment under this Project

MOE shall apply the Palestinian Labor Law (No. 7 of 2000) which provides the rights of employees. This Law will apply to project direct and contracted workers.

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

¹ WHO Online Resources including (i) interim guidance on use of PPE for COVID-19: For rational use of PPE. [https://www.who.int/publications/i/item/rational-use-of-personal-protective-equipment-for-coronavirus-disease-\(covid-19\)-and-considerations-during-severe-shortages](https://www.who.int/publications/i/item/rational-use-of-personal-protective-equipment-for-coronavirus-disease-(covid-19)-and-considerations-during-severe-shortages). (ii) WHO guidance getting your workplace ready for COVID-19: <https://www.who.int/docs/defaultsource/coronaviruse/getting-workplace-ready-for-covid-19.pdf>.

employment, access to training, promotion, or termination of employment. The following measures will be developed to ensure the project implementation is consistent with the ESS2. Additionally, all potential risks to project workers' health and safety will be identified by all parties who employ workers and develop and implement procedures to establish and maintain a safe working environment, including workplaces, machinery, equipment and processes under their control:

- Recruitment procedures will be transparent, public and non-discriminatory with respect to ethnicity, religion, sexual orientation, disability, and gender;
- Clear job descriptions will be provided in advance of recruitment and will explain the skills required for each post;
- All direct and contracted workers will have written contracts describing terms and conditions of work, and setting out their rights under national labor and employment law, and will have the contents explained to them. Workers will sign the employment contract. Terms and conditions of employment will be available at work **sites**.
- Employees will be informed at least two months before their expected release date of the coming **termination**.
- In addition to written documentation, an oral explanation of conditions and terms of employment will be provided to workers who may have difficulties with understanding the **documentation**.

8. AGE OF EMPLOYMENT

A child under the age of 15 will not be employed or engaged in connection with the Project (This is according to the Palestinian Labor Law No. 7 of 2000, article No. 93; and ESS2 requirements). 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 ESS2;
- b) An appropriate risk assessment is conducted prior to the work commencing; and
- c) The Borrower (MoE in this project) conducts regular monitoring of health, working conditions, hours of work and the other requirements of this ESS.

9. RESPONSIBLE STAFF

MOE will be responsible for the overall implementation of this LMP as well as reporting back to the Bank in this regard. The focal person for labor related issues will be the ESO for the project. The ESO will oversee the implementation of the social and environmental measures and OHS measures across the project and will be responsible for the following:

- Implement this LMP to direct workers;
- Monitor that suppliers are meeting obligations towards workers in line with ESS2, WHO guidelines on COVID-19 and the Palestinian Labor Law.
- Conduct training for the Project workers on E&S requirements related to the project;

- Ensure that the grievance mechanism for the Project workers is established and monitor its implementation;
- Monitor implementation of the workers Code of Conduct (CoC), including ensuring that requisite awareness raising activities for workers are conducted;
- Report any incident or accident immediately to the Bank after occurrence and in line with the commitment in the project Environmental and Social Commitment Plan (ESCP).
- Monitor that COVID-19 OHS protection measures are met at workplaces in accordance with Government of Palestine and WHO guideline.
- Develop and implement reporting system for any accidents, diseases and incidents.

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

| Activity | Responsible Staff |
|---|---|
| Engagement and management of the Project's Direct workers | The PCU (MoE) will be responsible for managing the project's direct workers, PCU and MoE will also select suppliers who will provide lab and IT equipment and tools to schools. |
| Management and Implementation of Component 1 activities | Assistant Deputy Minister for Student Affairs and his team (Ministry employees, staff at different directorates in different governorates and supervisors) |
| Management and Implementation of Component 2 activities | Assistant Deputy Minister for Educational Affairs and his team (Ministry employees, staff at different directorates in different governorates and supervisors) |
| Management and Implementation of Component 3 activities | Assistant Deputy Minister for Examinations, Research and Development and his team (Ministry employees, staff at different directorates in different governorates) |
| Engagement and management of the Project's Contracted workers | The contractors who will be supervised by the Consultancy Firms and the MoE teams |
| Training of workers | The contractor in coordination with the MOE departments, ESO, and the Consultancy Firms collaboratively. |
| Addressing worker grievances | The contractors in coordination with the ESO in the West Bank and the ES Support Officer in Gaza |

10. GRIEVANCE MECHANISM

The project will have 2 grievance mechanisms, one for labor-related grievances and the other for overall project related grievances. Each GM will include special referral pathways for GBV, SEA and SH grievances. Workers' GM: MOE will develop and implement a grievance mechanism for their workers/staff.

The workers grievance mechanism will include:

- a procedure to receive grievances such as complaint/comment form, suggestion boxes, email, a telephone hotline;
- stipulated timeframes to respond to grievances;
- a register to record and track the timely resolution of grievances;
- An anonymous feature that receives anonymous complaints and ensures privacy;
- Clear procedures to handle GBV/SEA/SH related grievances and a referral pathway. The workers grievance mechanism will be described in staff induction trainings, which will be provided to all project workers. Information about the existence of the grievance mechanism will be readily available to all project workers through notice boards, the presence of “suggestion/complaint boxes”, and other means as needed.

Project GM:

The PCU built a complaints system to meet the project needs in accordance to the GRM of ECD. The grievance mechanism (GM) that was developed for and is being implemented for the Early Childhood Education Project shall remain accessible and functional to also receive and facilitate the resolution of concerns and grievances in relation to the MPA Phase 1 Project, in accordance with ESS10. The GM shall also receive, register and address concerns and grievances related to GBV/SEA/SH in a safe and confidential manner, including through the referral of survivors to gender-based violence service providers. PCU informed the stakeholders during the public consultation meetings about the system and the process, and will keep a log of the complaints at hand.

There is a Complaints Unit at the Ministry of Education. The unit are part of the ministries’ organizational structure and administered by Heads of Unit and equipped with trained staff. The Complaints Unit work is regulated by the Council of Ministers Decision No. (8) of 2016 and by the Procedure Manual No. (20/17) of 2017. Both documents are made public and published in Arabic on the ministries’ websites. All grievances received by the Complaints Unit in relation to the Project will be communicated to the ESO for handling and follow up.

A detailed GM manual that includes guidelines on filing and handling complaints at the project’s level has been prepared with the support of the World Bank consultant. MOE will keep log for grievances and how complaints were resolved within a stipulated time frame and then produce monthly reports for senior management. Grievances/feedback reports include data on numbers of grievances/feedback received, compliance with business standards, issues raised in grievances/feedback, trends in grievances/feedback over time, the causes of grievances/feedback, whether remedial action was warranted, and what redress was provided.

Ministry will also make sure that the existence of the GM mechanism will be communicated to all stakeholders. Information on the how and where to file complaints will be disclosed to people as part of the Information Disclosure Strategy. Ministry will ensure that the GM and the complaint system is applied properly according to the related laws and regulations and grievances/feedback made public periodically. Grievance feedback shall be communicated with complainant by telephone, fax, email, or in writing.

GM Contact information:

Environmental and Social Officer

Ula Aboudi

Email: grm@palpcu.ps

Mobile: +970 562 501 167

11. Code of Conduct and SEA/SH Measures

The safety measures, complaints, and SEA/SH measures is detailed in the Code of Conduct (Annex1). The Code of Conduct (CoC) will be incorporated into the bidding documents in local language (Arabic) including provisions related to SEA/SH and sanctions. MOE will include the CoC into the bidding documents. The contractor will sign the CoC (see Annex 1) and will be made accountable for complying with it. An orientation for all workers will be required. Provisions of the CoC shall be explained to the PCU employees and signed by them

12. ANNEXES

ANNEX 1: Code of Conduct for project workers

Introduction:

The Code of Conduct will be prepared by the PCU of the MOE 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.

The types of issues identified could include risks associated with: labour influx, spread of communicable diseases, Sexual Exploitation and Abuse (SEA), Sexual Harassment (SH) etc. The Code of Conduct will be prepared and used for all sub-activities

CODE OF CONDUCT FOR CONTRACTOR’S PERSONNEL

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

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

This Code of Conduct identifies the behavior that we require from all Contractor’s Personnel.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Contractor’s Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor’s Personnel and any other person;

3. maintain a safe working environment including by:
 - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
 - b. wearing required personal protective equipment;
 - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
 - d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism. .

RAISING CONCERNS

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

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

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

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

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR CONTRACTOR'S PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Contractor's contact person(s) with relevant experience*] requesting an explanation.

Name of Contractor's Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____

CODE OF CONDUCT FORM

BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)

The following non-exhaustive list is intended to illustrate types of prohibited behaviors

(1) **Examples of sexual exploitation and abuse** include, but are not limited to:

- A Contractor's Personnel tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
- A Contractor's Personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- A Contractor's Personnel rapes, or otherwise sexually assaults a member of the community.
- A Contractor's Personnel denies a person access to the Site unless he/she performs a sexual favor.
- A Contractor's Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

(2) **Examples of sexual harassment in a work context**

- Contractor's Personnel comment on the appearance of another Contractor's Personnel (either positive or negative) and sexual desirability.
- When a Contractor's Personnel complains about comments made by another Contractor's Personnel on his/her appearance, the other Contractor's Personnel comment that he/she is "asking for it" because of how he/she dresses.
- Unwelcome touching of a Contractor's or Employer's Personnel by another Contractor's Personnel.
- A Contractor's Personnel tells another Contractor's Personnel that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.