

**Republic of Iraq**



**Ministry of Construction, Housing,  
Municipalities & Public Works  
(MoCHMPW)**

**ROADS AND BRIDGES DIRECTORATE  
(RBD)**

**Iraq Road Maintenance Microenterprises Grant  
Project (MGP)**

# **LABOUR MANAGEMENT PROCEDURES**

Prepared by RBD/PMT/E&S Unit

September, 2020

Disclaimer: This document is a draft and the information contained herein is subject to change. The final version of the document will take into consideration any further comments received from the International financing institution.

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# 1. INTRODUCTION

## 1.1. Project background

Iraq's economy is gradually picking up following the deep economic strains of the last four years. However, labour market outcomes continue to be a concern, especially for women and youth. Moreover, almost 17% of the economically active population is underemployed. Underutilization is particularly high among Internally Displaced People (IDPs), with almost 24% of IDPs unemployed or underemployed.

Investments in the already deteriorated Iraqi rural roads, particularly routine maintenance, have significant potential for the use of local resources, create decent jobs, support the local economy and strengthen local commerce, and have therefore important implications for poverty reduction and local economic and social development. With the current political situation in Iraq, added to the global pandemic (COVID-19) and due to the cut backs the Government of Iraq (GoI) is unable to rehabilitate/maintain rural roads despite the resulting negative impacts on access to goods and services.

In this context, the World Bank is providing support to the GoI for introducing on a pilot basis, community-based maintenance of rural roads at the governorate level. The proposed Project Development Objective (PDO) is to provide entrepreneurship and employment opportunities to disadvantaged rural inhabitants in lagging areas of Iraq and improve their level of road access to markets, health centers and schools in these areas. This will improve trust between the governorate and the people. The Project Area would encompass the predominantly rural communes within eight governorates, including four governorates in the north and the middle region (Diyala, Salah al-Din, Nineveh, and Dohuk), and four on the southern region aka middle Euphrates region (Al-Qadisiyah, Al-Najaf, Karbala, and Al-Muthanna).

The project comprises maintenance work for about 1000 km, and will target disadvantaged inhabitants in the Project Area (around 4,000 individuals, including 25 percent of women, divided around 50 subprojects), resulting in the equivalent of a total of 350,000 workdays being directly created. The Ministry of Construction, Housing, Municipalities and Public Works (MOCHMPW) in Baghdad will be the main recipient of the grant and will closely cooperate during the project implementation with the equivalent Ministry of Construction and Housing (MOCH) in Erbil since one of the pilot regions is within the Kurdistan region. The proposed project will be jointly implemented through Roads and Bridges Directorate (RBD) in Baghdad and the General Directorate for Roads and Bridges (GDRB) in Erbil (Kurdistan), and their regional offices.

## 1.2 LMP Rationale, Aim, and Objectives

The Project is being prepared as per the requirements of the ESS2 Labor and Working Conditions of the World Bank's Environment and Social Framework (ESF). The Labor Management Procedures (LMP) identifies the main Labour requirements and risks associated with the project and helps the Recipient to determine the resources necessary to address Labour issues. The LMP will enable different project-related parties, for example, staff of the project implementing unit, contractors and sub-contractors and project workers, to have a clear understanding of what is required on a specific labor issue. The LMP is a living document, which is initiated early in project preparation and is reviewed and updated throughout the development and implementation of the project.

## 2. OVERVIEW OF LABOUR USE IN THE PROJECT

### 2.1 Number and Characteristics of Project Workers

The total number of workers is not yet firm, but the following estimate is provided: The total number will be approximately 2060 divided into: 20 Direct Workers; 2000 Contracted; and 40 Primary Supply Workers.

**Direct Workers:** Total number of PMT employees, dedicated to this project, is estimated to be 16 persons. The PMT will be responsible for managing the project and implementing the different procedures including this LMP. Direct workers also include the project consultants and the Third Party Monitoring Agent (TPMA) that may involve 4 workers. Consultants will be hired for different tasks including: technical inspection of works; training and capacity building for staff of implementing agencies and stakeholders at the governorate and local level; and trainings on entrepreneurial and managerial aspects for the microenterprises.

**Contracted Workers:** The precise number of project contracted workers who will be employed cannot be determined until implementation begins. However, according to the project design, it is expected to hire 2000 individuals including 25% women. Given that the majority of the activities will consist of simple maintenance work, it is expected that there will be mostly unskilled and semiskilled labours. The project will prohibit child and forced labour, it is anticipated that all workers will be over 18 years old, likely in the age range of 25-30 years old. Since the construction will take place at the various governorates, local labours are abundant in the areas and hence, no migrant contracted workers are expected to be assigned. The Contracted Workers will be working for the road maintenance microenterprises and will be involved in the different preventive maintenance works of roads and road-related infrastructure, specifically debris removal, cleaning of shoulders, drainage system and bridges, vegetation control, slopes and retaining walls, installation of simple protection measures, and/or minor surface repairs

**Primary Supply Workers:** the total number of Primary Supply Workers for this Project, has been estimated at 40 (1% of the total number of contracted workers). Primary supply workers will consist of those providing raw materials, food and supplies throughout the project implementation.

The project will not include community workers as per ESS2 definition.

The estimated numbers are summarised in the table below.

	Estimated number of workers	Comments
<b>Direct Workers</b>		
PMT	16	
Consultants and Third Party Monitoring Agent (TPMA)	4	
<b>Total</b>	<b>20</b>	
<b>Contracted Workers (involved in different maintenance activities)</b>		
Contracted workers	2000	

<b>Total</b>	<b>2000</b>	
<b>Primary Supply Workers</b>		
Raw material and food suppliers	20	
<b>Total</b>	<b>20</b>	

## 2.2 Timing of Labour Requirements

**Direct Workers:** Most of the PMT are already hired. During the first phase of the project implementation, consultants will be hired as relevant to each of the project's components.

**Contracted Workers:** Upon completion of the design and approval of maintenance work plans, road maintenance microenterprises will be hired for implementing the maintenance work, where the workers requirements in terms of numbers, locations, jobs and skills will be decided.

**Primary Supply Workers:** Primary suppliers will be selected and contracted prior to implementing the preventive maintenance work.

## 3. ASSESSMENT OF KEY POTENTIAL LABOUR RISKS

### 3.1. Project activities

The project will be implemented in 8 Iraqi governorates 4 in the Northern and the middle region; Diyala, Salah al-Din, Nineveh, and Dohuk and 4 in the Southern region, named the middle Euphrates region; Al-Qadisiyah, Al-Najaf, Karbala, and Al-Muthanna. The project will consist of the following activities: debris removal, cleaning of shoulders, drainage system and bridges, vegetation control, slopes and retaining walls, installation of simple protection measures, and/or minor surface repairs, as well as curb stone pavement if relevant and tree planting.

The Road Maintenance Project will consist of the following three (3) main components:

#### **Component 1: Rural Roads Maintenance Subprojects**

##### **Sub-component 1.1: Labor-intensive rural roads maintenance works (USD 3.6 million)**

This sub-component will provide, given the pilot nature of the project, financing for about 50 labour-intensive rural roads maintenance subprojects to be implemented within the Project Area by microenterprises.

##### **Sub-component 1.2: Technical inspection of works**

This sub-component will finance consulting services for field technical inspections of road maintenance subprojects for independent quality control purposes to complement the implementing agencies and local stakeholders in ensuring that the preventive maintenance works are executed in accordance with internationally recognized best practices,

#### **Component 2: Capacity building**

### **Sub-component 2.1: Trainings on technical aspects**

This sub-component will finance, through the provision of consulting services, capacity building activities in the form of technical assistance and hand-on trainings for staff of implementing agencies and stakeholders at the governorate and local level (around 100 individuals in total to be able to cover the 50 subprojects and to provide a powerful base for expanding the concept to the whole country) to enable them to properly supervise and support/manage the maintenance activities of the project.

The topics covered will include, inter alia, (i) efficient decentralized road asset management, including road selection for investments (at least 5 days in each of the first two years of the project), (ii) performance-based road maintenance contracting, supervision and inspection (at least 5 days in each of the first two years of the project), and (iii) proper execution of road maintenance works (at least 3 days in each of the first two years of the project).

### **Sub-component 2.2: Trainings on entrepreneurial and managerial aspects**

This sub-component will finance, through the provision of consulting services, capacity building activities in the form of hand-on trainings for key beneficiaries to improve the sustainability of the activities financed by the project. This training will benefit about 50 participants (one focal point per subproject to further disseminate the knowledge acquired) from existing, newly formed or to be formed microenterprises

#### *Entrepreneurial and managerial aspects topics:*

in the following topics: (i) proper formation and organization of microenterprises (including the registration of the relevant legal administrative entity), (ii) entrepreneurial skills including general management skills (administrative, strategy, planning, marketing, financial management, project management, and time management) and soft skills (leadership, motivation, delegation, communication, and negotiation) to improve their performance and ensure their sustainability, and (iii) access to finance to introduce potential beneficiaries and/or familiarize them with the different options in terms of inclusive finance mechanisms, particularly microfinance ones, that are already available in Iraq for about 15 years. This would improve the proficiency of the beneficiaries in this process (including the required documentation) and therefore maximize their potential access to new lines of formal credit from these institutions to develop and sustain their income-generating schemes. The duration, intensity and teaching delivery mechanisms will be tailored to respond to the specific needs of beneficiaries.

### **Component 3: Project management and administration (PMA), monitoring and evaluation (M&E), and knowledge dissemination**

#### **Sub-component 3.1: Project management and administration**

Sub-component 3.1 will finance, through the provision of goods, consulting and non-consulting services, as follows: (i) project management costs, namely a project launch activity and the recruitment by the implementing agencies, in accordance with criteria to be set forth in the POM, of (a) a project management specialist that will, inter alia, act as a field-based coordinator for the project and carry out the Mid-Term Review (MTR) and Implementation Completion Report (ICR) for the project, (b) a procurement specialist, and (c) a financial management specialist (FMS), (ii) project audit costs, and (iii) project operating costs

#### **Sub-component 3.2: Monitoring and evaluation**

M&E specialist, (ii) the preparation of an impact evaluation study (including a baseline study to be undertaken within one year of grant implementation and a mid-term evaluation) that will feed into the implementation completion reports of the project focusing on its outcomes and lessons learned, and (iii) Third Party Monitoring Agent (TPMA) to offset the difficulties in access by the World Bank's staff and provide a good level of fiduciary oversight.

### 3.2. Key Labour Risks:

The key labour risks which may be encountered by the Direct, Contracted and Primary Supply workers during the maintenance activities which are listed below:

- **Unfair and/or unclear contract terms and conditions** including wages, overtime, compensation, benefits and working hours: In some cases, there might be no contracts issued as many workers will be assigned on a daily compensation basis. Also, there might be employment practice that are not in compliant with either the national Labour Law or ESS2. For example, not providing written documents of assignments, wages not proportionate with tasks performed or industry standards, excess workload without provision of adequate rests and leisure, lack of hygiene facilities, discrimination and non-equal opportunities acts including those towards women, particularly among the management, and labour with disabilities, unlawful termination and withholding of benefit etc.
- **Occupational health and safety (OHS) risks:** the nature of the project, coupled with the weak safety culture in the country, might result in significant health and safety risks. The main causes of OHS risks include but are not limited to the following:
  - **Accidents or emergencies:** exposure to digging tools, flammable chemicals/fuel, construction materials, movement of vehicles.
  - **COVID-19 infection risks:** During the pandemic of COVID-19, there is a vital risk of getting infected during work, where the workforce is interacting. Particularly interactions in the office environment since it's a closed environment, may pose a certain level of health and safety risk associated with COVID-19 infection, especially if proper hygiene, safety precautions and social distancing measures are not adhered to.
  - **Heat-related injuries:** With the hot and dry climate being experienced in Iraq, heat-related injuries such as heat stroke and heat exhaustion also pose a risk to the construction workers.
  - **Hazardous waste:** Generation of hazardous solid and liquid waste during the rehabilitation work
  - Risks associated with the lack of workers' awareness/knowledge on the type and significance of OHS risks involved with their work.
- **Likely incidents of child labour or forced labour:** Though prohibited by Iraqi Law, the common contractors' practices may suggest potential risk of incident of child labour. Both the contractors and the children are likely in most cases to be unaware of the legislation. Further, the child will also likely be unaware of his legal rights.
- **Community health and safety issues,** including but not limited to: traffic-related accidents; air pollution and noise impacts; and increased risks of communicable diseases.
- **Irregular payment of salaries:** the significance of this risk can also increase with the lack of an efficient grievance redress mechanism (GRM).
- **Discrimination and non-equal opportunities:** The project involve civil work maintenance activities and will involve several types of workers (Direct, contracted and primary supply), with a large diversity of the scope of work. The scale and diverse nature of work increase the probability of occurrence of discrimination and non-equal opportunities risks.
- **GBV/sexual exploitation and abuse (SEA):** The project workers will include both men and women, specially for the Direct workers. . There is potential risk of GBV/sexual exploitation and abuse and sexual harassment (SH) and it should should be mitigated through the appropriate miutigation measures and introducing Code of Conduct (CoC) in the contract.



- **Risk of labor unresolved complaints:** This risk could be a result of the lack of the absence of a GRM, or the presence of inefficient and not properly designed GRM
- **Restrictions related to freedom of association and collective bargaining**

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

Iraqi Labour law does not impose an obligation on employers to employ a certain percentage of Iraqi nationals. An exception applies where an investment license is required for a project in which case, according to the Investment Law, at least 50% of the employees in the workforce of the project must be Iraqi nationals. Furthermore, in projects conducted under a foreign investment license, Iraqi nationals must be given priority over foreign workers, unless it can be shown that there are no Iraqi nationals whose skills and qualifications would match the relevant position. Foreign investment law also imposes an obligation on foreign investors to train their Iraqi employees and to enhance their skills.

The Iraqi Labour legislation is consistent with the World Bank ESS2 in most key aspects with the exception of few points, namely, requirements for employers to develop internal grievance redress mechanism for workers. For the purposes of this Project the provisions of the World Bank ESS2, stipulated in this Labour Management Procedures document will be followed, with the exception of civil servants, whose terms of employment will follow national legislation only.

The essential provisions of Iraqi Labour law are embodied in **Law No. 71/1987 and in ICC Articles 900 to 926**. Some amendments were made by CPA Order No. 89.

**Labour Law No. 37 of 2015** aims to regulate the work relationship between the workers and employers and their associations, in order to protect their rights and achieve sustainable development based on social justice and equity, secure decent work for all, without any discrimination for the development of the national economy and the achievement of human rights and fundamental freedoms, regulate the work of foreigners working or wishing to work in Iraq and implement the provisions of Arab and international labour agreements duly ratified.

**The Social Security Law (Law No. 39/1971)** contains further provisions relevant to the employer-employee relationship.

It's worth noting that the Iraqi Labour **Law No. 37 for 2015 article 21** defines the child as anyone who hasn't completed **15** years old. However, Iraq is also signatory to the 1989 International Convention on the Rights of the Child, which defines everyone under the age of 18 as a child who must have special protection and care. Considering the type of work in the project, the minimum age for employment will be 18. If a child under the minimum age is discovered working on the project, measures will be taken to immediately terminate the employment or engagement of the child in a responsible manner, taking into account the best interest of the child.

### Wages

The wages of employees are calculated based on the amount of work performed or the amount of time the employee has put in or on some other criteria. Wages paid shall be no less than the amount specified in employment contracts or standard salaries agreed upon in collective Labour contracts.

In Iraq, the minimum wage for contracted workers is about **330 USD** and minimum daily wage is about **14-15 USD** per day.

## Working hours

- The standard work week is 40 hours (Iraqi law 37 of 2015).
- The maximum working hours are 48 hours per week (Iraqi law 37 of 2015 article 67).
- The minimum rest duration per month is 24 hours.
- If the worker is a contracted worker, he/she will receive full payment by the end of the month despite national holydays (i.e. national holidays will be paid). However, there is no compensation for national holidays with respect to daily wages in both public and private sector.
- Reducing working hours covid-19 pandemic will be subjected to the local authorities.

## Rest breaks

The employees must be granted a rest and meal break during the workday. Time and duration is regulated by Iraqi Labour Law (30-60 min) per day.

## Leaves

**Ordinary leave:** An employee will have the right to take a paid leave up to the equivalent of 3 calendar days per month regardless of his/her position (profession), terms of employment or the effective period of their employment contract. The duration may vary depending on the type of workers, causes and reasons.

**Sick leave:** Sick leave duration is (3 to 21 calendar days) It is permissible to grant the employee a full salary for the first leave; half the salary for the second leave; and no salary is given for the third leave for a period of time that shall not exceed 180 days. In case the employee was not able to resume his/her work after taking the third sick leave, he/she will be released.

**Maternity/Paternity leave:** Female worker will get paid maternity leave. An expectant mother would be entitled to 21 days maternity leave. Full paid up to 51 days after submission of the necessary documents. then 12 months with half the salary) calendar days.

## Overtime work

Wages for every hour of **overtime** work shall be paid to employees as follows:

- If wages are based on time worked, the amount paid per hour shall not be less than twice the standard hourly wage;
- If wages are paid on the basis of piecework performed by the employee, extra wages must be paid in an amount not less than the hourly wages of employees with the same pay scale.

## Labour disputes

Collective and individual Labour disputes are regulated in accordance with the Iraqi Labour Code. All individual Labour disputes shall be handled by the courts, if mutual agreement cannot be reached by parties of contract.

However, in case of collective agreements, a special body may be created within the framework of the union to look into individual disputes prior to going to court. The creation and functioning of this body may be defined by collective agreements.

## Discrimination and Non-equal Opportunities

- The Contractor shall issue and implement internal policies and procedures to assure that no employee or job applicant will be subject to discrimination and/or harassment.
- Practicing code of conduct in which Employees should understand that harassment or violence of any kind is not allowed. The code of conduct should also explain that discrimination is not allowed. This includes discrimination based on any bias, including gender, age, disability, ethnicity, or religion.
- Establishment of mechanisms to ensure non-discrimination of women in accessing recruitment procedures.

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

### 5.1. Legislation requirements on OHS

**Public Health Law No. 89 of 1981, amended by Resolution No.54 of 2001:** In addition to addressing various issues related to the population health, the Law stipulates the provision of the safety of drinking water and drinking water quality standards.

**Occupational Health and Safety Instructions No. 3/1985 Concerning Occupational Safety:**

Provides for the enforcement of occupational safety provisions at places of work.

- Regulates that all work places are to appoint a person in charge of occupational safety and an occupational safety committee.
- Provides for the appointment and duties of the person responsible for occupational safety and for the occupational safety committee at each workplace.
- Establishes the functions and duties of employers and employees with regard to occupational safety.

**Law No. 6 of 1988 concerning the National Commission for Occupational Hygiene and Safety** governs the enforcement of occupational health and safety regulations.

- Provides for inspections of places of employment and inspections reports.
- Establishes the duties and responsibilities of employer's occupational health and safety.
- Establishes the functions of safety commissions at places of work.
- Regulates the responsibilities and duties of workers with respect to occupational health and safety.

## 6. RESPONSIBLE STAFF

The two implementing PMTs RBD in Baghdad and GDRD in Erbil will be directly supervised by the MOCHMPW and will report to responsible staff within MOCHMPW appointed by the minister. The assigned person will oversee and guide all the workers associated with the project.

**The PMTs Social and Environmental specialists will be responsible for the following within their responsibility area:**

- Implementing the Labor management procedures;

- Monitoring to verify that contractors are meeting Labor and OHS obligations toward contracted and subcontracted workers as required by Iraqi legislation and ESS2, and have a system for regular monitoring and reporting on Labor and occupational safety and health performance;
- Monitoring contractors and subcontractors' implementation of Labor management procedures and ensuring that contractors comply with this Labor management procedure;
- Coordinating and leading awareness campaigns and capacity building as needed, monitor and implement training on LMP and OHS for project workers;
- Monitoring the implementation of the ESMPs and ensure correct implementation as per the WB requirements and national legislations by reviewing Contractor's EHS reports and conducting site visits where required with the support of the project consultants.
- Ensuring that the grievance redress mechanism for project workers is established and implemented and that workers are informed of its purpose and how to use it;
- Supervising the reception, registration and correct processing of any complaints/grievances received from different stakeholders;
- Responding to the results of internal and external (lenders or regulatory) monitoring visits/inspection;
- Monitoring implementation of the Worker Code of Conduct.

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

- Follow requirements of the national legislation and this Labor management procedure;
- Maintain records of recruitment and employment process of contracted workers;
- Communicate clearly job descriptions and employment conditions to contracted workers;
- Have a system for regular review and reporting on Labor, and occupational safety and health performance;
- Execute any sanctions as a result of possible noncompliance with E&S provisions;
- Conduct as well as facilitate periodic audits, inspections, and/or spot checks of project locations or work sites and/or of labor management records and reports conducted by the PCU and/or third parties;
- Facilitate and accept sharing and disclosure of information;
- Implement COVID-19 specific measures according to contractual agreements.

The consultants which will be hired by the project will be responsible for:

- Supervision and monitoring the implementation of the requirements of these LMP;
- Identify any noncompliance with E&S provisions;
- Conduct periodic audits and inspections.

When contractor(s) are identified, this Labour management procedure can be updated to include additional details about companies, hired workforce and etc., as necessary.

## **7. POLICIES AND PROCEDURES**

The Project's identified risks and impacts will be mitigated with a number of policies and procedures. These will address OHS risks, working conditions and management of worker relationships, labour working conditions, non-discrimination and equal opportunities, terms and conditions of employment. The different policies and procedure which the Project will prepare, adopt and implement are listed below.

## Occupational Health & Safety (OHS)

To achieve the OHS performance the MOCHMPW, RBD and GDRB are committed to:

- Provide a clear assignment of OHS responsibilities.
- Comply with legislation which relate to OHS requirements as stipulated in LAW 37 OF 2015, in addition to General World Bank Environmental, Health and Safety Guidelines (EHSGs) and, as appropriate the industry-specific EHSGs as well as other Good International Industry Practice (GIIP)
- Prevent OHS risks through promotion of appropriate skills, knowledge and attitudes toward hazards;
- Contribute to improve OHS management system and performance during project implementation;
- Communicate OHS provisions to all persons, working under control of the PMT with emphasis on individual OHS responsibilities.
- include clauses in the contracts throughout the implementation period to prepare, adapt and implement OHS Plans
- The Environmental and Social specialists at the PMTs (one environmental, social health and safety specialist) and the 8 focal points in the eight governorates (one environmental, social focal point for each governorate) and ESHS supervisor will be required for each construction site for implementation of maintenance work

To avoid workplace health and safety issues including accidents and injuries, the Contractor will:

- Develop workplace OHS plan, based on Labour law 37, in addition to General World Bank Environmental, Health and Safety Guidelines (EHSGs) and, as appropriate the industry-specific EHSGs as well as other Good International Industry Practice (GIIP)
- Provide occupational health and safety, and GBV SEA/SH training to all employees engaged in work, H&S training to the construction workforce (including subcontractors, temporary workers and drivers).
- Conduct workplace assessment and develop implementation plan.
- Provide workers in dusty and high noise areas with masks and earplugs; higher levels of protection will be provided for more hazardous work, including use of PPE
- Use hazard notices/signs/barriers to prevent access to dangerous areas.
- Accident reporting, notification and investigation practices at each workplace required,
- Safety sign and symbols displayed at workplace.
- Ensure availability of first aid boxes; also identify and service agreement done with specialized hospitals for complicated accidental and health problems. Specific details will be included in the emergency management plan.
- Provide employees with access to separate toilets for male and female and potable drinking water;
- Provide occupational safety measures to workers with specific personal protective equipment like ear muff, protective mask, helmet, safety boot, hand glove, safety goggle, face shield, apron, safety belt, etc.
- Workplace hazard communication practices and hearing conservation programme required.
- Properly dispose of solid waste at designated permitted sites landfill allocated by the local authorities and cleaning funds; and attach the receipt of waste from the relevant landfill authority.
- Carry out all procedures to prevent leakage of generator oil into the site.
- Provide secondary tank for oil and grease to avoid spills.
- Ensure speed limits on site and on transporting routes
- Maintain high standard in housekeeping on site
- Provide necessary fire prevention equipment on site in line with applicable regulations

- Ensure legal labour standards as per Iraqi regulations (child/forced labour, no discrimination, working hours, minimum wages) are met
- Provide hygienic, adequate facilities for workers, ensuring toilets and changing rooms are separated to male and female employees
- Make relevant policies available to all employees in their language
- Ensure that workers have access to and are aware about the Grievance Mechanism
- The health and safety risk on the workers should be Coverage with appropriate insurance schemes for all the types of workers. In addition, the Insurance should be covering work related accidents (injuries and fatalities), as well as insurance for third party

Further, working methods should be reviewed and changed as necessary to reduce use of PPE, in case supplies of PPE become scarce or hard to obtain. For example, the frequency of dust suppression using water sprinkling could be increased, stockpiles of friable materials could be covered, lower speed limits applied on haul roads to further reduce the dust.

### **COVID-19 Considerations**

Contractors should also develop specific procedures or plans so that adequate precautions are in place to prevent or minimize an outbreak of COVID-19, and it is clear what should be done if a worker gets sick. These measures include but are not limited to:

- Assessing the characteristics of the workforce, including those with underlying health issues or who may be otherwise at risk
- Confirming workers are fit for work, to include temperature testing and refusing entry to sick workers
- Considering ways to minimize entry/exit to site or the workplace, and limiting contact between workers and the community/general public
- Training workers on hygiene and other preventative measures, and implementing a communication strategy for regular updates on COVID-19 related issues and the status of affected workers
- Treatment of workers who are or should be self-isolating and/or are displaying symptoms
- Assessing risks to continuity of supplies of medicine, water, fuel, food and PPE, taking into account international, national and local supply chains
- Reduction, storage and disposal of PPEs and medical waste
- Adjustments to work practices, to reduce the number of workers and increase social distancing
- Expanding health facilities on-site compared to usual levels, developing relationships with local health care facilities and organize for the treatment of sick workers
- Establishing a procedure to follow if a worker becomes sick (following WHO guidelines)
- Implementing a communication strategy with the community, community leaders and local government in relation to COVID-19 issues on the site.

### **Labor influx**

It is likely that impacts related to limited labor influx will be relevant in some of the project candidate areas. Temporary Labor Influx might result in unfavourable impacts on the project candidate areas in terms of:

- Increased risk of communicable diseases
- Increased risk of illicit behaviour and crime

Potential Gender Based Violence (GBV) and Sexual Exploitation and Abuse (SEA). As per the WB 2016 Labor Influx Guidance Note, the scale of labor influx and the absorptive capacity of the local community indicate the significance of the anticipated risk of GBV. The project can lead to an increased risk of Gender Based Violence, as women are particularly vulnerable within the context of construction projects. The result of the GBV screening tool indicated that various aspect of the program bring the GBV risk to “ low” risk rating considering the fact that

labor influx is very limited due to the low number of workers (around 20 per sub-project) and the fact that all labor will be sourced from the local communities. The project will adopt mitigation measures including requirements for the contractors to develop and sign a code of conduct. It will include prevention of sexual exploitation and abuse and sexual harassment (SEA/SH) at workplace, and local communities. In addition to that, the following will be thoroughly implemented:

- Apply the full requirements related to operating the project grievance mechanism including anonymous channels and assigning a telephone number for grievance related to GBV
- Raising awareness of the local community about the project commitment towards communities' and the measures taken for that through public consultation and focus group discussions
- Conduct random drug and alcohol tests.
- Codes of conduct to be developed, signed by all workers, and penalty system to be put in place for all noncompliance including cases where workers will be staying in rented apartments by the contractor or sub-contractor.

## **Terms and Conditions of employment**

### **Wages and working hours**

All Direct Workers will be provided with clear and understandable terms and conditions of employment. For the Contracted and Primary Supply workers, clauses will be included in the all project procurement documents to ensure that terms and conditions of employment are being provided according to the requirements of ESS2 and/or national law. This includes providing them with signed contracts stating clearly the duration of the contract, leave entitlements, conditions of contract termination including receiving written notices of termination, disciplinary procedures that are applicable, housing and accommodation provisions and allowance where applicable, food and 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.

Monitoring systems will be put in place to ensure that all types of Project workers will be properly paid on a regular basis and compensated for longer working hours and certain shifts which may need to be paid at a higher hourly rate as per applicable legislation (e.g. night shifts). Workers will be presented with details of grievance procedures, including the person to whom grievances should be addressed. Details about the workers' grievance, and mechanisms which will be adopted is found in Section 10.

Forced labour, refers to any work or service not voluntarily performed that is exacted from an individual under threat of force or penalty. These practices will be prohibited and will not be used in connection with the project. This prohibition covers any kind of involuntary or compulsory labour. If forced labour is discovered in the project's workforce, prompt action will be taken to address the practice that has coerced the worker and not recreate conditions of coercion. Any cases of forced labour discovered in the project's workforce are referred to relevant government authorities and support services, as appropriate, to be addressed in accordance with national law. These may include bonded labour (work in satisfaction of a debt of an amount that would be difficult or impossible to pay off), excessive limitations on freedom of movement, excessive notice periods, retaining the worker's identity and other government-issued documents (such as passports) or personal belongings, imposition of recruitment or employment fees payable by the worker at the commencement of employment, loss or delay of wages that impede the workers' right to end employment within their legal rights, substantial or inappropriate fines, physical punishment, use of security or other personnel to force or extract work from project workers, or other restrictions that compel a project worker to work on a non-voluntary basis.

### **Freedom of Association and Collective Bargaining**

The rights of workers and the role of unions will be respected and the right to enter free and voluntary collective bargaining arrangements with management is respected.

## **Equal Opportunity and Non-Discrimination**

As specified in the Labour Code, employment of project workers will be based on the principles of non-discrimination, equal opportunity and fair treatment. There will be no discrimination with respect to any aspects of the employment relationship, including recruitment, compensation, working conditions and terms of employment, access to training, promotion or termination of employment. Where disabled persons are hired (higher probability will be among Direct Workers), accessibility will be ensured in terms of provision of wheelchair ramps or elevators, or alternative formats of communication.

The following measures will be monitored by the Human Resources department of PMTs Environmental, Social specialist, to ensure equal opportunities and fair treatment of all employees:

- Recruitment procedures will be transparent, public and non-discriminatory, and open with respect to ethnicity, religion, sexuality, disability or gender;
- Clear job descriptions will be provided in advance of recruitment and will explain the skills required for each post;
- All workers will have written contracts describing terms and conditions of work and will have the contents explained to them. All workers will sign the employment contract;
- Employees will be informed at least two months before their expected release date of the coming termination;
- Depending on the origin of the employer and employee, employment terms and conditions will be communicated in a language that is understandable to both parties;

In addition to written documentation, an oral explanation of conditions and terms of employment will be provided to workers who may have difficulty understanding the documentation.

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 grievance mechanism (GM) will be communicated to all workers as detailed in section 10 and will be used for noncompliance monitoring. The project will also provide all measures necessary for protecting vulnerable groups of workers. As mentioned above, the code of conduct will be developed which should also include provisions on Sexual and gender-based violence (GBV) and safety. Induction trainings and refresher training will be provided for all workers as detailed later in this section.

## **Gender Based Violence (GBV)**

Contractors will need to maintain labour relations with local communities through a COC. The COC commits all persons engaged by the contractor, including sub-contractors and suppliers, to acceptable standards of behaviour. The COC must 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 should be written in plain Arabic and Kurdish language and signed by each worker to indicate that they have:

- Received a copy of the COC as part of their contract;
- had the COC explained to them as part of the induction process;
- Acknowledged that adherence to this 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.

A copy of the COC shall be displayed in a location easily accessible to the community and project-affected people. It shall be provided in Arabic.



Contractors must address the risk of gender-based violence, through:

- Mandatory training and awareness-raising for the workforce about refraining from unacceptable conduct toward local community members, specifically women. Training may be repeated;
- Informing workers about national laws that make sexual harassment and gender-based violence a punishable offence which is prosecuted;

### **Training and Capacity Building**

Training will be provided to all workers on general (and specific) OHS during induction and on a regular basis to ensure all workers are well capacitated with the project's OHS requirements. The PMUs Health and Safety Officers will provide training to Direct Workers, while training will be provided to Contracted and Primary Supply Workers through Third Parties. Training will include but will not be limited to: handling of hazardous materials, equipment safety; work at heights; use of PPE, hazard avoidance and reduction measures, use of first aid and rescue techniques, emergency prevention and preparedness and response arrangements to emergency situations, and firefighting.

Additional training sessions for different targeted workers will include the following:

- Awareness of the requirements of this LMP and associated plans/procedures;
- Code of conduct, Gender-based violence and SEA/SH;
- Grievance mechanism, including roles, responsibilities and accountabilities, and contact persons/communication channels.
- E&S instruments as relevant including the implementation of the ESMP and waste management plan.

Training shall be delivered by experienced trainers, based on the competency requirements. Records of the training will be kept including training evaluation.

## **8. AGE OF EMPLOYMENT**

Iraqi legislation prohibits anyone under 18 from performing "unhealthy or heavy" labour and there are special requirements for leave, working hours, and other conditions of employment. It is expected that workers to be hired within the project will be over 18. Given the nature of work, mostly semi-skilled/unskilled labour is required. No worker will be employed under the age of 18.

Contractors (and consultants) will be required to verify the identity and age of all workers. This will require workers to provide official documentation, which could include a national identification card, passport, or medical or school record. If a child under the minimum age is discovered working on the project, measures will be taken to immediately terminate the employment or engagement of the child in a responsible manner, taking into account the best interest of the child.

### **Process of age verification**

In order to prevent engagement of under-aged labour, all contracts with work contractors shall have contractual provisions to comply with the minimum age requirements including penalties for non-compliance, and it will be well communicated to all potential stakeholders including the local community where the unskilled workforce will be sourced. The contractor is required to maintain labour registry of all contracted workers with age information. Verification of the age shall be undertaken prior to the engagement of labor and be documented. Below is indicative age verification means that could be used in the context where official ID system is unavailable:

- Check the birthday on official documents such as birth certificate, national ID or other credible records, where available;
- Obtain written confirmation from the medical practitioner;

- Obtain written and signed declaration from the worker and his/her parents or guardian; or
- Inquire with the local community leader, community action group or with other credible community sources.

## 9. TERMS AND CONDITIONS

The project will have both Direct as well as Contracted and Primary Supply Workers. The Terms and Conditions for each of them are described below.

### Terms and Conditions Direct Workers

#### Maximum number of hours that can be worked on the project

- The standard work week is 40 hours (Iraqi law 37 of 2015).
- The maximum working hours are 48 hours per week (Iraqi law 37 of 2015 article 67).
- The minimum rest duration per week is 24 hours.
- If the worker is a contracted worker, he/she will receive full payment by the end of the month despite of any holydays. However, there is no compensation for daily wages in both public and private sector.
- Reducing working hours covid-19 pandemic will be subjected to the local authorities.

#### Provisions on termination

Project 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, either directly to the project workers or where appropriate, for the benefit of the project workers. Where payments are made for the benefit of project workers, project workers will be provided with evidence of such payments

#### Leave

**Ordinary Annual leave:** An employee will have the right to take a paid leave regardless of his/her position (profession), terms of employment or the effective period of their employment contract. The duration may vary depending on the type on workers, causes and reasons (up to 3) calendar days per month. Paid ordinary leave is only for contracted worker.

**Sick leave:** Sick leave duration is (3 to 21 calendar days) The employee is entitled to a sick leave based on a report from concerned medical authority. During the sick leave an employee is entitled to his/her full salary , half the salary for the second leave and without salary for the third ( for a period of time that shall not exceed 180 days). Where the employee is not able to resume his work after taking all the sick leaves with full/half/without salary, he/she will be released.

**Maternity/Paternity leave:** Female worker will get paid a maternity leave. An expectant mother would be entitled to 21 days maternity leave, to be extended to 51 days after submission of the necessary documents. This is followed by 12 months with half the salary. Pregnant women will be re-assigned and allowed to work in non-hazardous, non-arduous work as per medical advice without pay severance or penalty.

#### Rest breaks

The employees must be granted a rest and meal break during the workday. Time and duration is regulated by Iraqi Labour Law (30-60 min) per day.

### **Injuries and death**

It is the contractor's responsibility that all workers, including temporary and daily labourers, shall be appropriately insured against injuries and death

## **Terms and Conditions of Contracted Workers**

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

The wages of employees are calculated based on the amount of work performed or the amount of time the employee has put in or on some other criteria. Wages paid shall be no less than the amount specified in employment contracts or standard salaries agreed upon in collective Labour contracts. This should not be less than the minimum wage for contracted workers in Iraq, which is about **330 USD per month** ( equivalent to a daily wage of about **14-15 USD** per day.

### **Maximum number of hours that can be worked on the project**

- The standard work week is 40 hours (Iraqi law 37 of 2015).
- The maximum working hours are 48 hours per week (Iraqi law 37 of 2015 article 67).
- The minimum rest duration per week is 24 hours.
- If the worker is a contracted worker, he/she will receive full payment by the end of the month despite of any holydays. However, there is no compensation for daily wages in both public and private sector.
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### **Leave**

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### **Rest breaks**

The employees must be granted a rest and meal break during the workday. Time and duration is regulated by Iraqi Labour Law (30-60 min) per day.

### **Injuries and death**

It is the contractor's responsibility that all workers , including temporary and daily labourers, shall be appropriately insured against injuries and death

## **10. Primary Supply Workers**

The requirements under ESS2 for primary suppliers are related to risks of child labor, forced labor and serious safety risks. When sourcing [construction materials] from primary suppliers, the contractor will require such suppliers to identify the risk of child labor/forced labor and serious safety risks in producing the [construction materials]. The PMT and the engineering and supervision consultants will review and approve the purchase of primary supplies from the suppliers following such risk identification/assessment and any other relevant due diligence (such as the review of license for quarries). Where appropriate, the contractor will be required to include specific requirements on child labor/forced labor and work safety issues in all purchase orders and contracts with primary suppliers.

If child labor/forced labor and/or serious safety incidents are identified in relation to primary supply workers under the project, the PMT and the engineering and supervision consultant will require the primary supplier to take appropriate steps to remedy them. Such mitigation measures will be monitored periodically to ascertain their effectiveness. Where the mitigation measures are found to be ineffective, the PMT and the engineering and supervision consultant will, within reasonable period, shift the project's primary suppliers to suppliers that can demonstrate that they are meeting the relevant requirements.

## **11. GRIEVANCE MECHANISM (GM)**

A well-communicated and easily accessible grievance mechanism will be provided for all Direct and Contracted Project Workers to raise workplace concerns related to recruitment process and/or workplace 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. The E&S specialist at the PMTs. are responsible for managing direct workers' grievances, while the contractor for contracted workers.

The workplace grievance mechanism will be designed to be easily understandable, clear, and transparent and to provide timely feedback. The policy of confidentiality and non-retribution will be reinforced, along with ability to raise anonymous grievances.

The mechanism will include multiple communication channels dedicated for workplace complaints only, including but not limited to an email address/website link; phone number; and a physical address for handing the complaints and grievances in person. Workers will have the freedom to pick the one they are comfortable using. The exact design will be finalized and will be disseminated prior to the launch of any contracts signatures and all contractors will be aware that those are systems related to the project that they need to comply to.

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.

## Procedures

Workers will be encouraged to discuss their grievance and complaint informally with their direct managers. In cases where the direct manager is related to the subject of the complaint, the employee would most probably choose to directly submit a formal grievance. This can be done by sending an email to: [eodp.es2015@gmail.com](mailto:eodp.es2015@gmail.com) and [iodpproject@gamil.com](mailto:iodpproject@gamil.com), email addresses of the RBD Director and Environmental/Social Officer respectively.

The existing RBD website will also include a section for Worker GM contact details. Use of emails and IT in general may not be an appropriate tool for the project workers in rural areas. In such case, the alternative will be to use the phone numbers of the social and environmental focal points at the RBD at each governorate. These phone numbers will be made available upon assigning the focal points. Workers will be given the options to call or to use WhatsApp whatever is more suitable for them.

A fourth option will be to place a complaint box at all subproject sites, which will be checked on a weekly basis by the E&S focal points. The Gender Based Violence (GBV) screening for the project was found to be low, GBV, SEA/SH grievances will still need to be lodged through the separate channels. For all cases where the employees decide to submit a formal grievance, the following provides details about the step-step procedure they will be using:

### *1- Receipt, acknowledgment and registration*

- The worker will submit the grievance through one of the dedicated channels indicated above.
- The worker will be requested to use to the extent possible a grievance template which will be shared with all workers in hard/soft copies /available to download from the website.
- If the worker wishes to submit the grievance orally via phone or in person, the project staff will lodge the complaint on their behalf, and it will be processed through the same channels.
- Under request of the plaintiff, grievances can be lodged anonymously. This option shall be made clear to the complainant in the Grievance template and/or in cases of oral submissions.
- In case of anonymity opt-out, the worker will provide contact details or any other suitable means for him/her to be updated on the status of their complaints/grievances.
- All received grievances shall be logged into the workplace grievance log.
- In all cases, the staff in charge should provide a timely communication back to the complainant(s) that their grievance has been received, will be logged and reviewed for eligibility and provide them with the registration number. Clear and announced standards for the time frame of the response should be established, announced and adhered to.

### *2- Grievance verification and assessment*

- In order to verify the grievance, it should be discussed with the worker, investigated and evidence gathered to the extent possible. This should include field inspections if needed in order to conduct interviews and gather information about the incident or the case.
- The GM staff will need to make a decision with regards to the eligibility of the grievance or whether it should be directed to other mechanisms such as the project GRM. The following represents the proposed eligibility criteria:
  - Is the complainant one of the project's workers: direct; contracted or primary supply workers?
  - Is the complaint related to one of the following OHS and/or worker and labor conditions: 1- OHS; 2- Forced labor; 3- Child Labor; 4- Social insurance; 5- wages and working hours; 6- discrimination and unequal opportunities; 7- Gender Base Violence , SEA/SH 8- Freedom of association and collective bargaining?
  - Is the complaint not related to any of the above categories but still related to labor and working conditions?

### *3- Response and Feedback*

- **As an initial response**, the complainant will be informed with the eligibility results as well as all the steps being taken to address his concerns. This initial response shall be provided via a formal letter; an email; or a phone call within 3 working days from the date of receipt of the grievance.
- **For eligible and straightforward grievances**, GM staff will provide a response without further investigation within 10 days from the initial date of receipt of the grievance, where actions are proposed to resolve the complaint and agreement on the response is sought with the complainant.
- **For eligible grievances that require further assessment**, GM staff will further engage with the complainant via a phone call or a formal meeting in order to collect further information. Based on this, they will provide within 14 days from the initial date of receipt of the grievance, where actions are proposed to resolve the complaint and agreement on the response is sought with the complainant.
- Imminent and serious safety risks reported by the worker will be addressed immediately and will not follow the normal timeline.
- In all the above mentioned scenarios, the response should include a clear explanation of the proposed response including any alternative options, while clarifying to the extent possible the rights of the complainant, and the choices he has including: 1- to agree to proceed; 2- request for a second round of assessment; 3- to consider any other organizational, judicial or non-judicial possibilities.
- In case the grievance feedback is satisfactory to the complainant, the response should be implemented and recorded in the grievance log with the date of grievance resolution.
- In case the grievance feedback is not satisfactory to the complainant, he/she has the right to appeal within 5 working days. In such case, a second tier should be initiated where the GRM staff will attempt to propose alternative options and carry out additional investigation in order to meet the concerns of the complainant, and other stakeholders. The complainant will be invited to attend an appeal meeting or to discuss the appeal over a pre-scheduled phone call, during the first three days following the appeal. It will be preferred that a more senior staff attend/discuss the appeal with the employee. Where needed, a grievance committee might be established representing different sectors as relevant to the complaint, in addition to worker representative(s) (upon the complainant consent) in order to help achieve a transparent process. The GRM staff should send their response within 7 days from the date of the appeal. The second tier response should also include a clear explanation of the proposed response including all alternative options and the choices the complainant has as described above.

### *4- Agreement and implementation of the response*

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

## **World Bank Grievance Redress System**

Communities and individuals who believe that they are adversely affected by a World Bank (WB)

supported project may submit complaints to existing project-level grievance redress mechanisms or the WB's Grievance Redress Service (GRS). The GRS ensures that complaints received are promptly reviewed in order to address project-related concerns. Project affected communities and individuals may submit their complaint to the WB's independent Inspection Panel which determines whether harm occurred, or could occur, as a result of WB non-compliance with its policies and procedures. Complaints may be submitted at any time after concerns have been brought directly to the World Bank's attention, and Bank Management has been given an opportunity to respond. For information on how to submit complaints to the World Bank's corporate Grievance Redress Service (GRS), please visit: <http://www.worldbank.org/en/projectsoperations/products-and-services/grievance-redress-service>. For information on how to submit complaints to the World Bank Inspection Panel, please visit [www.inspectionpanel.org](http://www.inspectionpanel.org).

## 12. CONTRACTOR MANAGEMENT

The contractors will be selected based on both minimum technical specifications and financial offers. They should follow the requirements of the national legislation and measures described in this document in relation to Labour management. The technical specifications will ensure that they shall have in place labour management procedures including OHS issues applicable to the project that will allow them to operate in accordance with the requirements of ESS2.

The primary suppliers to the project will be companies that manufacture or import building materials required to deliver the project. In instances where local suppliers would be engaged, PMT will be required to carry out due diligence procedures to identify if there are significant risks where the suppliers are exploiting child or forced Labour or exposing workers to serious safety issues. In instances where foreign suppliers would be selected, PMT will be required to inquire during their procurement process whether the supplier has been accused or sanctioned for any of these issues and also their corporate requirements related to child Labour, forced Labour, and safety. If there are any risks related to child and forced Labour, and safety identified, MOCHMPW will prepare the procedures to address these risks.

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 noncompliance with E&S provisions by the contractor. The ESS2 requirements will include periodic audits, inspections, and/or spot checks of project locations or work sites and/or of labor management records and reports compiled by third parties. Third parties' labour management records and reports may include: (a) a representative sample of employment contracts or arrangements between third parties and contracted workers; (b) records relating to grievances received and their resolution; (c) reports relating to safety inspections, including fatalities and incidents and implementation of corrective actions; (d) records relating to incidents of non-compliance with national law; and (e) records of training provided for contracted workers to explain labour and working conditions and OHS for the project.

According to Supreme Committee for National Health and Safety instructions and WBG contingency planning for project sites , COVID-19 specific measures shall also be incorporated into contractual agreements, including but are not limited to:

- Provision of medical insurance covering treatment for COVID-19, sick pay for workers who either contract the virus or are required to self-isolate due to close contact with infected workers and payment in the event of death.
- Specific procedures relating to the workplace and the conduct of the work (e.g. creating at least 6 feet between workers by staging/staggering work, limiting the number of workers present).
- Specific procedures and measures dealing with specific risks. For example, for health care

contractors: infection prevention and control (IPC) strategies, health workers' exposure risk assessment and management, developing an emergency response plan, per WHO Guidelines.

- Appointing a COVID-19 focal point with responsibility for monitoring and reporting on COVID-19 issues, and liaising with other relevant parties.
- Including contractual provisions and procedures for managing and monitoring the performance of contractors, in light of changes in circumstances prompted by COVID-19.



## 1. ANNEX I : CODE OF CONDUCT

### **This template must be adapted to the project**

#### 1. Introduction

The company is committed to ensuring a work environment which minimizes any negative impacts on the local environment, communities, and its workers. The company also strongly commits to creating and maintaining an environment in which Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) have no place, and where they will not be tolerated by any employee, sub-contractor, supplier, associate, or representative of the company. The purpose of this Code of Conduct is to:

1. Create a common understanding of what constitutes Sexual Exploitation and Abuse, and Sexual Harassment
2. Create a shared commitment to standard behaviors and guidelines for company employees to prevent, report, and respond to SEA and SH, and
3. Create understanding that breach of this code of conduct will result in disciplinary action.

#### 2. Definitions

- **Sexual Exploitation and Abuse (SEA)**<sup>1</sup>: Is defined as any actual or attempted abuse of a 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<sup>1</sup>
- **Sexual Abuse**: “The actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.”
- **Sexual Harassment**<sup>2</sup>: Unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of sexual nature.
- **Sexual Harassment versus SEA**<sup>3</sup>: SEA occurs against a beneficiary or member of the community. Sexual harassment occurs between personnel/staff of an organization or company and involves any unwelcome sexual advance or unwanted verbal or physical conduct of a sexual nature. The distinction between the two is important so that agency policies and staff trainings can include specific instruction on the procedures to report each.
- **Consent**: is the choice behind a person’s voluntary decision to do something. Consent for any sexual activity must be freely given, ok to withdraw, made with as much knowledge as possible, and specific to the situation. If agreement is obtained using threats, lies, coercion, or exploitation of power imbalance, it is not consent.

**Under this Code of Conduct<sup>4</sup> consent cannot be given by anyone under the age of 18, regardless of the age of majority or age of consent locally. Mistaken belief regarding the age of the child is not a defense.**

There is no consent when agreement is obtained through:

- the use of threats, force or other forms of coercion, abduction, fraud, manipulation, deception, or misrepresentation
- the use of a threat to withhold a benefit to which the person is already entitled, or
- a promise is made to the person to provide a benefit.

**While all forms of violence against a community resident or a co-worker are forbidden, this code of conduct is particularly concerned with the prevention and reporting of sexual exploitation and abuse (SEA) and sexual harassment which constitute gross misconduct, is ground for termination or other consequences related to employment and employment status:**

#### 1. Examples of sexual exploitation and abuse include, but are not limited to:

- A project worker tells women in the community that he can get them jobs related to the work site (cooking and cleaning) in exchange for sex.

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1 In the context of World Bank Financed operations exploitation occurs when access to or benefit from a World Bank Financed good or service is used to extract sexual gain.

2 Inter-Agency Standing Committee Protection against Sexual Exploitation and Abuse (PSEA): Inter-agency cooperation in community-based complaint mechanism. Global standard Operating Procedures. May 2016

3 Ibid

4 In accordance with the United Nations Convention on the Rights of the Child.

- A worker that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- A project worker gets drunk after being paid and rapes a local woman.
- A project worker denies passage of a woman through the site that he is working on unless she performs a sexual favor.
- A manager tells a woman applying for a job that he will only hire her if she has sex with him.
- A worker begins a friendship with a 17-year-old girl who walks to and from school on the road where project related work is taking place. He gives her moto rides to school. He tells her that he loves her. They have sex.

**2. Examples of sexual harassment in a work context** include, but are not limited to:

- Male staff comment on female staffs' appearances (both positive and negative) and sexual desirability.
- When a female staff member complains about comments male staff are making about her appearance, they say she is "asking for it" because of how she dresses.
- A male manager touches a female staff members' buttocks when he passes her at work.
- A male staff member tells a female staff member he will get her a raise if she sends him naked photographs of herself.

**Individual signed commitment:**

I, \_\_\_\_\_, acknowledge that sexual exploitation and abuse (SEA) and sexual harassment (SH), are prohibited. As an (employee/contractor) of (contracted agency/sub-contracted agency) in (country), I acknowledge that SEA and SH activities on the work site, the work site surroundings, at workers’ camps, or the surrounding community constitute a violation of this Code of Conduct. I understand SEA and SH activities are grounds for sanctions, penalties or potential termination of employment. Prosecution of those who commit SEA and SH may be pursued if appropriate.

I agree that while working on the project I will:

- Treat all persons, including children (persons under the age of 18), with respect regardless of sex, race, color, language, religion, political or other opinion, national, ethnic or social origin, gender identity, sexual orientation, property, disability, birth or other status.
- Commit to creating an environment which prevents SEA and SH and promotes this code of conduct. In particular, I will seek to support the systems which maintain this environment.
- Not participate in SEA and SH as defined by this Code of Conduct and as defined under Iraqi laws
- **Not** use language or behavior towards women, children or men that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate.
- **Not** participate in sexual contact or activity with anyone below the age of 18. Mistaken belief regarding the age of a child is not a defense. Consent from the child is also not a defense. I will not participate in actions intended to build a relationship with a minor that will lead to sexual activity.
- **Not** solicit/engage in sexual favors in exchange for anything as described above.
- Unless there is the full consent by all parties involved, recognizing that a child is unable to give consent and a child is anyone under the age of 18, I will not have sexual interactions with members of the surrounding communities. This includes relationships involving the withholding or promise of actual provision of benefit (monetary or non-monetary) to community members in exchange for sex—such sexual activity is considered “non-consensual” under this Code.

**I commit to:**

- Adhere to the provisions of this code of conduct both on and off the project site.
- Attend and actively partake in training courses related to preventing SEA and SH as requested by my employer.

If I am aware of or suspect SEA and SH, at the project site or surrounding community, I understand that I am encouraged to report it to the Grievance Reporting Mechanism (GRM) or to my manager. The safety, consent, and consequences for the person who has suffered the abuse will be part of my consideration when reporting. I understand that I will be expected to maintain confidentiality on any matters related to the incident to protect the privacy and security of all those involved.

**Sanctions:** I understand that if I breach this Individual Code of Conduct, my employer will take disciplinary action which could include:

- Informal warning or formal warning
- Additional training.
- Loss of salary.
- Suspension of employment (with or without payment of salary)
- Termination of employment.
- Report to the police or other authorities as warranted.

*I understand that it is my responsibility to adhere to this code of conduct. That I will avoid actions or behaviors that could be construed as SEA and SH. Any such actions will be a breach this Individual Code of Conduct. I acknowledge that I have read the Individual Code of Conduct, do agree to comply with the standards contained in this document, and understand my roles and responsibilities to prevent and potentially report SEA and SH issues. I understand that any action inconsistent with this Individual Code of Conduct or failure to act mandated by this Individual Code of Conduct may result in disciplinary action and may affect my ongoing employment.*

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_