



KYRGYZ REPUBLIC

**Ministry of Agriculture
Water Resources Service**

and

**State Agency of Architecture, Construction and Housing and Communal Services
Department of Construction and Engineering Infrastructure**

CLIMATE RESILIENT WATER SERVICES PROJECT

**LABOR
MANAGEMENT PROCEDURES**

October 2022

CONTENT

1. INTRODUCTION	4
1.1. Project background	4
1.2. Project specifics	4
1.3. Project data and objectives	5
1.4. Project components	5
1.5. Project area and beneficiaries	7
1.6. Project area	8
1.7. Project Implementation Mechanisms	9
1.7.1. Project Implementing Entities	9
1.7.2. Project advisory committee	10
1.7.3. Project Management	10
2. OVERVIEW OF LABOR USE UNDER THE PROJECT	12
2.1. Workers type	12
2.2. Number of Project workers	12
2.3. Hiring and firing core and support staff	13
2.4. Labor discipline	14
2.5. Working hours, holidays and vacations	14
3. ASSESSMENT OF KEY POTENTIAL LABOR RISKS	15
4. BRIEF REVIEW OF NATIONAL LEGISLATION	17
4.1. National labor legislation: terms and conditions	17
4.2. Brief overview of legislation: occupational health and safety (OHS)	19
5. THE WORLD BANK ENVIRONMENTAL AND SOCIAL STANDARDS (ESS 2)	20
5.1. ESS 2: Labor resources and working conditions	20
5.2. Policy gap	21
6. STAFF RESPONSIBLE	22
7. POLICY AND PROCEDURES	23
8. AGE OF EMPLOYMENT	24
9. TERMS AND CONDITIONS	24
10. GRIEVANCE MECHANISM	24
10.1. GM structure for direct workers	25
10.2. GM structure for contracted workers	25
10.3. Handling sensitive grievances	26
10.4. Monitoring and reporting grievances	27

10.5. World Bank GRS	27
11. CONTRACT MANAGEMENT.....	27
ANNEXES	29
ANNEX 1. CODE OF CONDUCT SAMPLE	29

Abbreviations

CERC	Contingent Emergency Response Component
CRWSP	Climate Resilient Water Services Project
DCEI	Department of Construction and Engineering Infrastructure (former Department of Drinking Water Supply and Wastewater Disposal)
DEM	Department of Environmental Monitoring
ESMF	Environmental and Social Management Framework
ESF	Environmental and Social Framework
ESMP	Environmental and Social Management Plan
ESS	Environmental and Social Standard
IA	Implementing Agency
I&D	Irrigation and Drainage IW
ITb	Issyk-Kul-Tarim basin
GM	Grievance Mechanism
GRS	Grievance Redress System
KR	The Kyrgyz Republic
KSAb	Karadarya-Syrdarya-Amudarya basin
LMP	Labor Management Procedures
MA	Ministry of Agriculture
MF	Ministry of Finance
M&E	Monitoring and evaluation
MNRETS	Ministry of Natural Resources, Ecology and Technical Supervision
MoU	Memorandum of Understanding
OHS	Occupational Health and Safety
PAC	Project Advisory Committee
PDO	Project Development Objective
PIU	Project Implementation Unit
POM	Project Operational Manual
PPE	Personal Protective Equipment
RF	Resettlement Framework
SAACHS (Gosstroy)	State Agency for Architecture, Construction, Housing and Communal Services under the Government of the Kyrgyz Republic
SEA/SH	Sexual exploitation and abuse/sexual harassment
WB	World Bank
WRS	Water Resources Service – former State Water Resources Agency (SWRA)
WSS	Water Supply and Sanitation

1. INTRODUCTION

1.1. Project background

The proposed project based on the existing World Bank portfolio of sustainable development and is aligned with the Country Partnership Framework (Service Delivery Management and Natural Resource Management). It builds on the Bank's operational engagement in supporting the design and implementation of reforms in integrated water resources management, irrigation modernization and agricultural productivity, rural water supply and sanitation development, and forestry and landscape management. The Project will be the first large-scale implementation of a Government's new vision for integrated water resources management at a basin level, consolidating multiple investment flows to support efforts to achieve social, economic and environmental deliverables. It is fully in line with the Government's Roadmap for Water Reform, approved by the National Water Council and requiring the implementation of a River Basin Development Plan. It is also in line with the Government's drinking water and sanitation 2026 program and commitments, and the nationwide program to reduce land degradation.

The Project is being elaborated in accordance with the World Bank Environmental and Social Framework (ESF), effective October 1, 2018. Under the ESF, all World Bank Borrowers have agreed to comply with ten Environmental and Social Standards (ESS), applicable to lending for Bank-financed investment projects. The project recognizes the importance and adopts ESS for the identification, assessment, and management of environmental and social risks, and impacts associated with this investment Project. The Bank's reviews have identified environmental and social risks as significant.

In response, the WRS and DCEI, as the implementing agencies under the Project, have elaborated on several key tools to address this issue. One of the standards, ESS 2, refers to working conditions and labor force, and expects Borrowers to develop the Labor management procedures (LMP). LMP will identify the fundamental labor requirements and associated risks, and assists a Borrower in identifying resources needed, as a solution to labor issues. LMP is an actual document initiated at the early stage of Project preparation, and will also be revised and updated during the elaboration and implementation of the Project. Thus, this document specifying the types of workers, who can be involved and managed by the Project.

1.2. Project specifics

The Project includes the following:

- (i) modernize irrigated agriculture to improve food security, create jobs and protect climate-vulnerable agriculture;
- (ii) ensure water supply and sanitation (WSS) services required to resist disease outbreaks, increase productivity, and protect water quality;
- (iii) protect and recover landscapes, landscape afforestation infrastructure vital to prevent drought and develop rural livelihoods.

This LMP is prepared under Climate Resilient Water Services Project in accordance with the general environmental and social principles of the World Bank, Environmental and Social Standard 2: Workers and Working Conditions.

1.3. Project data and objectives

The Project Development Objective (PDO) is to (i) increase access to climate-resilient water services in selected river basins, and (ii) strengthen institutional capacities for climate-resilient water management at the local and national levels.

Water services include WSS services and I&D services. The Project will improve the coverage and quality of WSS and I&D services in selected basins. At national level the Project will increase institutional capacities for climate-resilient water management. With regards to the first part of the PDO, climate resilient water services are defined as water services that achieve coverage and quality standards despite possible climate risks (droughts, high temperature and extreme heat, urban flooding and sewerage overflows, floods, and mudflows). With regards to the second part of the PDO, climate-resilient water management is defined as the ability of water sector institutions at the local and national levels to prepare for disruptions and recover from shocks related to climate risks. This follows the World Bank's Resilience Rating System definition.

1.4. Project components

The Project is structured in the following four components.

Component 1: Infrastructure Investments and Service Improvements. This component contributes to the implementation of high priority investments aligned with the river basin management plans¹ and with the country's climate change adaptation and mitigation agendas. It finances civil works, goods, equipment, and related services to reduce climate risks in the provision of drinking water and sanitation services, I&D services, and resource utilization efficiency.

Subcomponent 1.1: Water Supply and Sanitation Infrastructure. This subcomponent covers investments to increase the climate resilience of drinking water supply and sanitation services, and to enhance wastewater treatment capacity. The subcomponent finances civil and electrical/mechanical installations for water supply production (boreholes, well-fields, intakes, as well as disinfection and energy efficient/renewable energy pumping as required), works for transmission and distribution of water to households in the project areas, along with wastewater management infrastructure, sewerage collection, conveyance, treatment, and disposal facilities. The subcomponent will also finance equipment for drinking water quality and water supply and wastewater pipes testing.

Subcomponent 1.2: Irrigation and Drainage Services Improvement. This subcomponent covers modernization of three existing I&D schemes (Kara-Unkur in Jalal-Abad, Shakhimardan in Batken and Kurshab-Sai in Osh) located in the KSA basin covering 28,000 ha. At the level of infrastructure assets, the project finances rehabilitation and modernization of I&D canals (234 km) and appurtenant structures².

Component 2: Institutional Strengthening for Climate Resilient Service Delivery, Water Resources Management and Dam Management. This component finances the acquisition and installation of equipment and services to facilitate the uptake of innovations and best-practices for water management based on climate resilience and low-carbon principles. The focus is on

improving the institutional knowledge and preparedness with regards to aspects of Integrated water resources management and climate resilience, including (a) regulatory and oversight capacity at the national level, (b) operational capacity for service delivery at local level, (c) water and soil quality, and (d) dam management. Activities under this component are grouped into four subcomponents.

Subcomponent 2.1: Institutional Strengthening for WSS Service Delivery.

Subcomponent 2.2: Institutional strengthening for irrigation water services delivery.

Subcomponent 2.3: Water and soil quality monitoring system.

Subcomponent 2.4: Dam management.

Component 3: Project Management, Monitoring and Evaluation (M&E) and Professional Development. This component will finance the required staff, consultant services, professional development and operating costs that will allow the Project Implementation Units to carry out their responsibilities for implementation.

Component 4: Contingent Emergency Response Component (CERC). Providing immediate response to an Eligible Crisis or Emergency, as needed. This component allows the Government to request the World Bank to recategorize and reallocate uncommitted financing from other project components to cover emergency response and recovery costs.

1.5. Project area and beneficiaries

The Project includes national-level activities, basin-level³ activities (Karadarya-Syrdarya-Amudarya (KSA) basin⁴ and Issyk-Kul river basins), and rural level activities. The map of the Project area is provided on Figure 1 below.

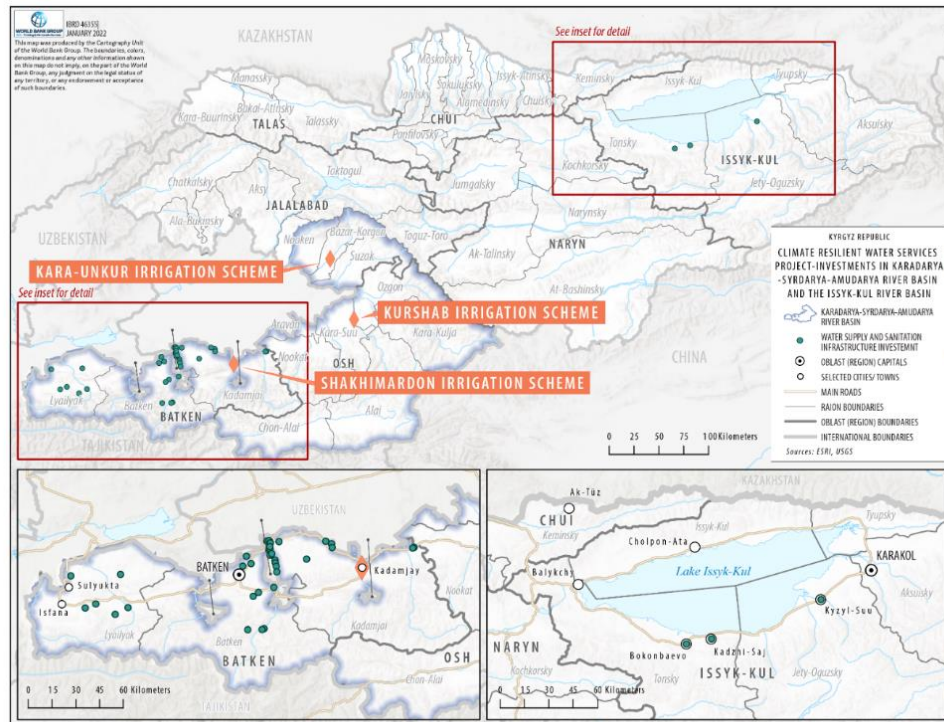


Figure 1. Map of the Project area

Direct beneficiaries. The direct beneficiaries are rural and peri-urban communities in the target areas. These comprise farmers, low-income households, women, and youth. Improved water service delivery is expected to provide a range of benefits to these social groups. These include fulfilling the human right to water and sanitation, livelihood opportunities and jobs in irrigated agriculture, lower morbidity and public health risks from waterborne diseases, and enhanced environmental quality (including reduced odour emissions from unsafely managed latrines and untreated sewage) and decreased vulnerability to droughts and floods. Improved environmental quality is expected to enhance the recreational, mental, and physical health of the beneficiaries, as clean water bodies provide important spaces for recreation.

More specifically, the following groups will receive direct benefits from WSS activities: (a) 95,000 people in 31 villages around Issyk-Kul lake and Batken oblast with climate resilient drinking water services; (b) 43,000 people with climate resilient sanitation services in three villages around Issyk-Kul lake through either sewers or on-site solutions. Improving sewerage and stormwater services will reduce the volume of untreated wastewater discharged into water bodies, as well as exposure to waterborne pathogens and related diseases. The Project will also support reconstruction of

³ This subdivision is based on a Kyrgyz Republic classification of its water bodies according to the Resolution "On Approval of the List of Main River Basins of the Kyrgyz Republic and Their Hydrographic Borders".

⁴ The KSA basin is located on the territory of three administrative oblasts: Jalal-Abad (partially), Osh and Batken.

WASH facilities in selected schools, kindergartens, rural health centers in the Project areas to ensure that they are female-friendly and disability inclusive. The direct beneficiaries of civil works for improvements of I&D service delivery will be the farmers cropping on adjacent lands to Kurshab-sai (15,400 ha), Kara Ungur (8,225 ha) and Shakimardan (4,435 ha) irrigation schemes.

Institutional beneficiaries. Activities supported under Component 2 target central and decentralized state agencies managing water resources and delivering water services. Staff in these public agencies are expected to benefit from increase technical and operational capacity to carry out their mandates, improved equipment and improved and more accessible data to support user-centered and timely decision-making related to water resources and hydro-climatic risks. At the national level, the main beneficiaries are the WRS, DCEI and Department of Environmental Monitoring (DEM).

1.6. Project area

The Project will perform an integrated water and landscape management approach to improve water security and support social and economic development in a selected river basin. The specific investments identified based on the draft River Basin Management Plans and the priorities specified in state programs. The Karadarya-Syrdarya-Amudarya (KSAb) and Issyk-Kul-Tarim (ITb) river basins selected based on priority needs in irrigation, water supply and sanitation sectors. Below in Figure 2 is shown the map of the Karadarya-Syrdarya-Amudarya and Issyk-Kul-Tarim basins considered under the Project.

KSAb covers Osh, Batken and (partially) Jalal-Abad oblasts. Due to climatic variability, climate change and faulty condition of on-farm irrigation infrastructure, the irrigation specialists in KSAb have an experience on water shortages, especially between June and August.

ITb covers the Issyk-Kul oblast and impacted by high water deficit, and, more importantly, this basin includes Issyk-Kul lake, which is a biospheric zone and the main tourist attraction industry that plays an important role in development of economic corridor of tourism between Bishkek and Almaty, which requires the climate-resilient water and sanitation infrastructure. This high socio-economic and ecological importance of this region requires careful management of river basins to avoid excessive consumption and pollution of water resources flowing into the lake, and in order to adapt to the effects of climate change, including potential increase in glacial melt water levels, and their evaporation.

Water supply services include water supply and sanitation services, and irrigation services. The Project focused to improve, in a selected river basin(s), coverage, quality and efficiency of water supply, sanitation and irrigation services, including strengthening of capacity to improve integrated water resources management, and the capacity of relevant service providers in a selected basin. At national level the Project will strengthen the institutional capacity for comprehensive water supply and water management services.

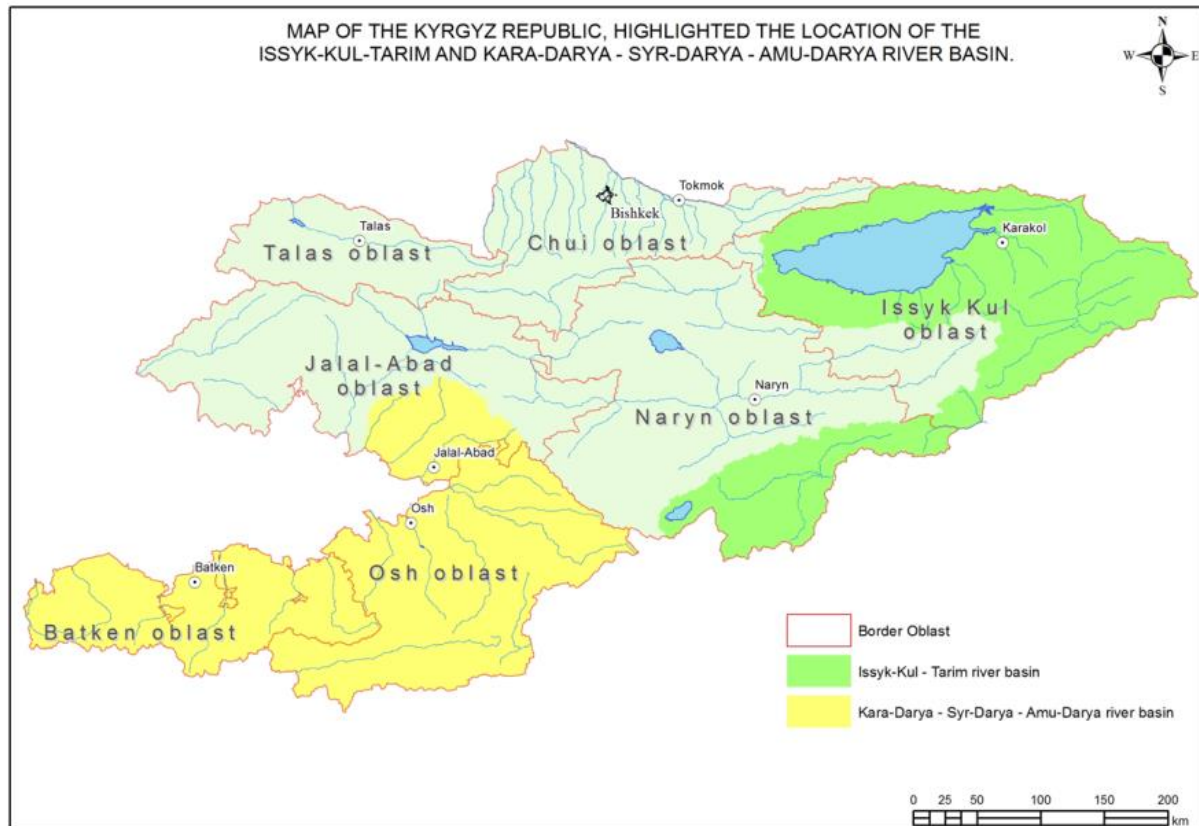


Figure 2. Map of the Karadarya-Syrdarya-Amudarya and Issyk-Kul-Tarim basins

1.7. Project Implementation Mechanisms

1.7.1. Project Implementing Entities

The Ministry of Agriculture (MoA) through the Water Resources Service (WRS) and the State Agency for Architecture, Construction and Communal Services (GOSSTROY) through the DCEI will share the overall responsibility for Project implementation. Each implementing entity will take the lead on Project elements under their respective institutional mandate and capacity. Each implementing entity will be supported through own PIU tasked to carry out the fiduciary functions (disbursement, financial management, procurement, environmental and social standards, and monitoring & evaluation). This will be done in compliance with the requirements and environmental and social policies, including occupational, health and safety standards. The PIUs will each develop separate procurement plans and manage the flow of funds on behalf of the MoA and GOSSTROY. It is envisaged that engineering consultancies will be hired under each PIU to support engineering, construction supervision and quality control. The core staff of PIUs will be based in Bishkek, while each PIU will maintain oblast and rayon level field offices managed by Field Office Heads (accountable to a respective PIU Manager) and including technical specialists, social and environmental specialists. *Figure 3* sheds more light on implementation arrangements with the organizational structure of each PIU.

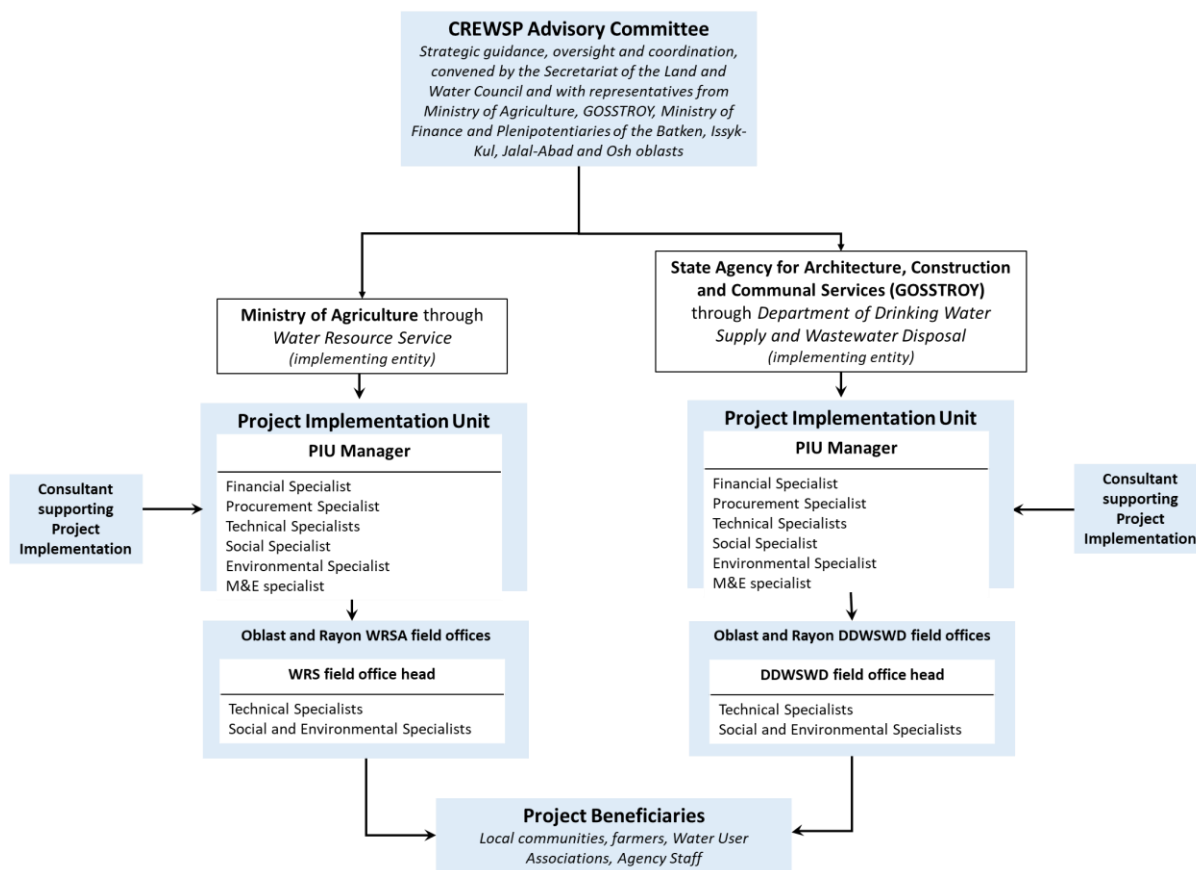


Figure 3. Implementation arrangements

1.7.2. Project advisory committee

The Project Advisory Committee (PAC) will provide strategic guidance, oversight, and coordination. The committee will be convened at least once a year by the Secretariat of the Land and Water Council, with the first meeting expected shortly after the Project starting date. The committee acts as a forum for (a) reviewing annual work plans prepared by the PIUs, (b) providing relevant technical inputs, especially those at a strategic and policy level or on issues related to the implementation of the Water Code, (c) reviewing progress against performance indicators, and d) continuing policy dialogue among the involved entities. The PAC includes representatives of the MoA, GOSSTROY, Ministry of Finance (MoF) and Plenipotentiaries of the Batken, Issyk-Kul, Jalal-Abad and Osh oblasts.

1.7.3. Project Management

Two PIUs – WRS PIU and DCEI PIU will have the prime implementation responsibility for CRWSP. The WRS PIU will implement activities related to I&D and also will have lead responsibility for consolidation of financial and progress reports to the World Bank and Cabinet of Ministers, including liaising closely with DCEI PIU, which will implement independent series of activities related to Water Supply and Sanitation (WSS), but will nevertheless coordinate with the WRS PIU for harmonization of Project reporting.

Two PIUs will prepare and sign a Memorandum of Understanding (MoU) stipulating the interaction, roles and responsibilities of two entities. The WRS PIU will implement subcomponent 2.3 (water and soil quality monitoring) in close collaboration with the Ministry of Natural Resources, Ecology and Technical Supervision (MNRETS), particularly with the Department of Environmental Monitoring (DEM), which is responsible for executing policy on environmental monitoring, including surface water and soil quality. The WRS PIU and DEM will prepare and sign a separate MoU.

2. OVERVIEW OF LABOR USE UNDER THE PROJECT

2.1. Workers type

ESS 2 classifies workers into direct workers, contract workers, community workers and primary supply workers. The Project include the following categories of workers: direct workers and contracted workers. However, during elaboration on the Project, it became obvious that no community workers would be needed. The community members can be mobilized by contractors, who are under the category of contract workers. Moreover, it was also found that it was unlikely that the Project would continuously receive any project-critical material on an ongoing basis from selected suppliers. Thus, the primary supply workers are not related to the Project.

Direct workers. The Project will be implemented by two PIUs under WRS and DCEI. It is expected that the core staff of PIUs will be based in Bishkek, while each PIU will maintain oblast and rayon level field offices managed by Field Office Heads (accountable to a respective PIU Director) and including technical specialists, social and environmental specialists. According to the Law of the Kyrgyz Republic "On Civil Service", the PIU employees are not civil servants, since they are contracted to implement a wide range of development projects.

Contracted workers. Two broad categories of workers are expected: (i) contracted workers who will perform civil engineering works under component 1 (ii) private organizations (subcontractors), who will work on strengthening central and local staff capacity, including implementation support services to PIUs.

2.2. Number of Project workers

Direct Workers. The WRS PIU proposes to hire the following core staff:

- PIU Director
- Chief Engineer
- Social and Gender Specialist
- Environmental Specialist
- Financial Specialist
- Disbursement Specialist
- Procurement Specialist –

The DCEI PIU will also mobilize the following staff:

- PIU Director
- Senior Water Infrastructure Engineer
- Social Specialist
- Environmental Specialist
- Financial specialist
- Disbursement Specialist
- Procurement Specialist

Moreover, each PIU will recruit additional staff for the head and regional offices.

Contracted Workers. The precise number of project workers, who will be contracted, are not known as of now. This will become known as and when implementation begins.

2.3. Hiring and firing core and support staff

2.3.1 Staff Selection Procedure

The core staff of the WRS/DCEI PIU, as well as consultants, are selected according to the World Bank's Guidelines "Selection and Employment of Consultants by World Bank Borrowers". Hiring of employees is made on the basis of contracts signed by the director of the PIU.

2.3.2 Staffing and terms of reference

The list of positions, the number of key employees and their terms of reference are agreed by the World Bank. The staffing levels and salaries of the PIU employees are annually approved by the Ministry of Finance of the Kyrgyz Republic. The terms of reference will be included in the contract of each respective PIU consultant.

2.3.3 Contracts and probationary period

Contracts:

- The texts of contracts for the main employees of the PIU must be agreed and approved by the World Bank.

Probationary period:

- When concluding a contract, by agreement of the parties, a preliminary probationary period may be considered, during which the employer checks the business qualities of employees, and the employee gets acquainted with the working conditions.
- During the probationary period, the employee performs his/her work in accordance with the Labor Law and the terms of the contract concluded with the WRS/DCEI PIU.
- The probationary period for the personnel of the WRS/DCEI PIU can be assigned up to 6 months and must be stipulated in the contract.
- The employment agreement may be terminated during the probationary period, or at any other time by giving a written notice not less than 14 working days before termination.

Termination of employment relationship with employees:

- It is carried out at the employee's own request; at the initiative of the Employer, if the Project Management, at its discretion and for any reason, decides to terminate the contract. A written notice on contract termination will be given to the employee 14 calendar days before the termination.
 - At the end of the contract with the employees of the WRS/DCEI PIU.

2.4. Labor discipline

All employees are obliged to obey the management and its representatives, to comply with their instructions related to work activities, as well as orders and instructions communicated through official service regulations or announcements.

For violation of labor discipline, that is, non-performance or improper performance by the employee of the labor duties assigned to him/her, the Director of the PIU of the WRS/DCEI has the right to apply the following disciplinary sanctions:

- Warning;
- Reprimand;
- Dismissal.

Before applying a disciplinary sanction, a written explanation must be requested from the employee.

The order of the employer on the application of a disciplinary sanction, indicating the motives, is announced to the employee against signature.

If within a year from the date of application of the disciplinary sanction, the employee is not subjected to a new disciplinary sanction, then he is considered not to have been subjected to disciplinary action.

A disciplinary sanction may be appealed in accordance with the procedure established for consideration of individual labor disputes.

2.5. Working hours, holidays and vacations

2.5.1. Working hours

Working time is considered to be the time during which the employee must be subordinate to the employer in order to fulfill his/her labor duties.

Based on the Legislation of the Kyrgyz Republic:

- Working hours of the PIU staff on weekdays are set from 9:00 to 18:00.
- The break during the working day is set from 12:30 to 13:30.
- A five-day work week is established.
- In the event of a business need, employees are required to go to work on non-working days without additional payment (the days-off will be provided for worked days by the decision of the PIU management).
- On the eve of holidays, the duration of work of employees is reduced by one hour.

2.5.2. Weekends and holidays

- Days off: There are two days off for a five-day working week. (Weekend: Saturday and Sunday)
- Holidays: If a weekend and a holiday coincide, the day off is transferred to the working day following the holiday. (Holidays: Art. 113 of the Labor Code of the Kyrgyz Republic)

2.5.3. Labor and social vacations

- Employees are provided with the following types of vacations:
 - labor vacations only for those specialists who have this item in the contract
 - unpaid leave: for valid personal and family reasons up to one month at the discretion of the project management.
- The vacation/leave approval process is as follows:
The vacation of the director of the PIU is approved by the director of the WRS/DCEI.
Vacations of employees are approved by the director of the PIU.
- The duration of the paid annual labor leave for personnel is 28 calendar days within one working year, without the right to transfer unused days to the following years and without the right to receive compensation for unused vacation days and without the right to receive all kinds of material assistance for vacation.
- When granting annual labor vacation/leave, vacation pay is provided in accordance with the Legislation of the Kyrgyz Republic.
- Sick leave for 10 working days, during the term of the contract without the right to transfer to another calendar year upon presentation of a sick leave.

2.6. Construction periods

- Civil works contract workers will be required as per the need. A construction season typically lasts from April to October but can be somewhat longer or shorter, depending on weather conditions. So, it will be up to a contractor to mobilize labor force to coincide with the type of works and the season. The work hours should not exceed 8 hours a day, with, at least, 1 hour for the rest. The timing and duration of employment of contracted workers will be known at later stages, however they will only be engaged for the duration of respective subcomponents, which will unlikely extend more than 12 months.

3. ASSESSMENT OF KEY POTENTIAL LABOR RISKS

Key Labor Risks: It is proposed to carry out construction/reconstruction of drinking water supply and waste water systems under subcomponent 1.1. and rehabilitation and modernization of irrigation and drainage systems under subcomponent 1.2. But no major risks are envisaged.

Labor risks associated with contracted workers at subproject level. Subprojects will be implemented by local contractors and most contracted workers will likely be hired locally. All contractors will be required to have a written contract with their workers materially consistent with objective of ESS2 and in compliance of this LMP, in particular about child and forced labor, following the requirement in the Bank's Standard Procurement Document (SPD).

Labor risks, including labor influx and associated Gender-Based Violence (GBV)/Sexual exploitation and abuse/Sexual harassment (SEA/SH), and child labor are considered low given the small size of subproject construction works and the PIUs adherence to the national labor code which prohibits forced labor (article 10, Labor Code). The project will support construction/reconstruction of drinking water supply and waste water systems, as well as the rehabilitation and modernization of irrigation and drainage systems. These works will be prioritized by PIUs and together with local communities themselves, the risk of forced labor is expected to be small. Nonetheless, the contractor will be required in the contract to commit against the use of child and forced labor, introduce mitigation measures against GBV, and PIUs staff in charge of contractor supervision will monitor and report the absence of forced labor.

Occupational Health and Safety (OHS) risks are low to moderate and will depend on the type of subproject works to be implemented. All contractors will be required to develop and implement written labor management plans, including procedures to establish and maintain a safe working environment as per requirements of ESS2. All contractors will be required under the Environmental and Social Management Plan (ESMP) to ensure workers will use basic safety gears, receive basic safety training and other preventive actions as provided in the Project's Environmental and Social Management Framework (ESMF).

Discrimination and exclusion of women and other vulnerable groups. Development of GM which is accessible, and confidentiality of personal information is ensured. Need to implement a deliberate policy for gender equality. Need to develop deliberate mechanisms to monitor participation of vulnerable groups in all activities. Provide systems to ensure equal opportunity for all regardless of gender, ethnic and social status.

Employment risks. Workers will be hired by the PIUs, either directly as project staff or indirectly as part of contracts with Consultants or service providers. The practice shows that civil works subcontractors do practice a labor contract with a lump-sum payment for a certain type of service or scope of work. Where the duration of labor will be limited to several months.

Overtime work risk. There is a risk that the current practice of unaccounted working hours and lack of compensation for overtime work. According to Labor Code of KR (2004) with the employer concurrence, the direct workers will receive other rest hours in another day as compensation for overtime (Article 174). The project will seek to address the risk through informing Direct Workers on their rights and establishing a Grievance Mechanisms for Direct Workers.

Risk of Contracting COVID-19

Continue to raise awareness on COVID-19 best practices for construction sites to workers. Enforce national COVID-19 protocols are adhered to provide appropriate nose masks and PPEs. Need to encourage vaccination of all staff.

4. BRIEF REVIEW OF NATIONAL LEGISLATION

4.1. National labor legislation: terms and conditions

The legislation of the Kyrgyz Republic on labor protection is based on the Constitution of the Kyrgyz Republic and consists of the Labor Code, the Law on labor protection and other regulatory legal acts of the Kyrgyz Republic.

The Constitution of the Kyrgyz Republic on labor conditions and occupational safety provides everyone the right to:

- Safe labor. Using forced and child labor is prohibited. (Article 28);
- The right to rest. Everyone shall have the right to leisure. Establishing maximum working time, weekly days off, paid annual leaves and other conditions prescribed by law, shall ensure this right. (Article 42);
- Protection of health. Everyone shall have the right to health care. (Article 43);
- Social security. Everyone shall be guaranteed social security in old age, in the time of sickness, invalidity and loss of ability to work, or loss of a guardian in instances and order prescribed by law. (Article 44).

Labor Code of the Kyrgyz Republic No. 106, dated August 4, 2004 is the fundamental legislative act aimed to regulate all labor matters arising in the Kyrgyz Republic. This Code governs employment relationships and other relations, directly related, directed to protection of the rights and freedoms of the parties of employment relationships, establishment of the minimum guarantees of the rights and freedoms in the sphere of work. Article 9 of the Code prohibits discrimination and guarantees that all citizens have equal rights to work; discrimination in labor relations is prohibited. Any differences, non-admission or preference, denial of employment, regardless of nationality, race, gender, language, religion, political beliefs, social status, education, property, leading to a violation of equality of opportunities in the field of labor, are prohibited.

Wages and deductions

Contracts and collective agreements establish the form and amount of compensation for work performed. The monthly salary of an employee who has worked during this period the norm of working hours and fulfilled the labor standards (labor duties) cannot be lower than the minimum wage established by law. The minimum wage does not include surcharges and allowances, bonuses and other incentive payments, as well as payments for work in conditions deviating from normal, for work in special climatic conditions and in territories exposed to radioactive contamination, other compensation and social payments (Article 154).

Employer can pay workers at least once per month (Article 157). Employers also must pay for work related damage to health or property, and families are compensated in case of death. Deductions are allowed for specific reasons, but may not exceed 50 percent of the amount owed to the employee. (Article 161).

Working hours

The standard work week is 40 hours (Article 90), with less allowed for those under 18. The number of hours per day, and days per week, is established in the contract/agreement between the employer and employee (Article 93).

Employers must provide women with children up to 18 months with additional thirty-minute breast feeding time every three hours a day, and mothers with two or more children with additional one hour time-off a day. Upon the worker request, additional time offs are summed with lunch and rest break, or summed and used at the beginning or end of the working days (shifts) in accordance with reduced working hours (Article 309). Details of time off are established in contracts/agreements.

Article 304 prohibits overtime, weekend work, and business trips for women who are pregnant or who have children under three years of age. For women with children between three and 14 years of age, overtime and business trips are allowed, but only if the woman agrees.

Rest and breaks

Types of rest time are (Article 109):

- breaks during the working day (shift);
- daily (inter-shift) rest;
- weekends (weekly continuous rest);
- non-working holidays;
- vacation.

The employees must be granted a rest and meal break during the workday. Time and duration is regulated by internal work rules, shift schedules, or by an individual employment contract or a collective agreement between the employer and employee (Article 110).

Vacation

In addition to national holidays, employees have to receive at least 28 calendar days of paid leave per year, with workers under 18 years of age and disabled employees receiving 30 days.

Leave without pay may also be taken by certain groups of people and may also be covered in contracts. At termination of employment, employees are paid for unused leave, or they may use the leave as their last days of employment.

Women are provided maternity leave upon application, the employee is granted additional leave without preserving wages for caring for the child until the child reaches the age of three years. By agreement of the parties, leave to care for a child until he reaches the age of three years may be granted at any time and any duration. Childcare leave can be used in full or in parts also by the child's father, grandmother, grandfather, other relative or guardian who actually cares for the child.

Overtime work

Work beyond the normal working hours can be done either on the initiative of the employee (part-time job) or on the initiative of the employer - overtime work (Article 98).

Remuneration for overtime work is paid for the first 2 hours of work at least one and a half times, for the next hours - at least twice. The specific amount of overtime pay may be determined by a

collective agreement or an employment contract. At the request of the employee, overtime work instead of increased pay can be offset by the provision of additional rest time, but not less than the time worked overtime. Work outside the normal working hours, part-time, is paid depending on the time worked or production (Article 174).

Labor disputes

Labor disputes are considered to be “unregulated discrepancies between the employer and employee on the issues of application of legislative and other normative actions on labor of the Kyrgyz Republic and working conditions provided by labor agreement (contract) and collective agreement and contracts (Article 356).

Individual labor disputes are considered by labor dispute commissions, an authorized state body in the field of supervision and control over compliance with labor laws and courts. The employee of his choice may apply for the resolution of the labor dispute to the labor dispute committee or the authorized state body in the field of supervision and enforcement of labor legislation or directly to the court. In cases where the labor dispute commission is not created in the organization, the labor dispute is subject to consideration directly by the authorized state body in the field of supervision and monitoring of compliance with labor legislation or in court (Article 412).

Grievances

Law on Appeals of Individuals and Legal Entities (No. 67 from May 4, 2007) contains legal provisions on established information channels for citizens to file their complaints, requests and grievances. Article 8 of the Law sets the timeframes for handling grievances, which is 14 days from the date of receipt that do not require additional study and research, and 30 days for the appeals that need additional study.

4.2. Brief overview of legislation: occupational health and safety (OHS)

The occupational safety issues are addressed in the Constitution of the Kyrgyz Republic. Under Article 42 “The citizens of the Kyrgyz Republic have the right to free work, to use their labor capabilities, to choose their occupation and area of activities, the right to safe labor conditions that meet the requirements of safety and hygiene and the right to remuneration for their work and social security not below the living minimum established under the law».

The Labor Code of the Kyrgyz Republic, introduced on August 4, 2004, No. 106 has a section on occupational safety and health. The Labor Code of the Kyrgyz Republic establishes the obligations of the employer to ensure occupational safety, state regulations on occupational safety and the duties of the employee in the field of OHS. The employee is guaranteed occupational safety, training and instruction, sanitary, welfare and medical services. The Code treats of the issues of the creation and activities of the occupational safety services, investigation and record of occupational accidents and diseases, the award of benefits and compensations depending on the labor conditions.

The Law of the Kyrgyz Republic on Occupational Safety which came into force on August 1, 2003, No. 167 sets the legal framework for the relations between the employers and employees and is aimed at creating labor conditions that meet the requirement of preserving the life and health

of the employees at work. The law sets down the guidelines of state policy on occupational safety and the principles of state management of occupational safety.

Access to state officials from state bodies on labor protection and social insurance, as well as representatives of public monitoring to check the working conditions and work safety measures at organizations and investigate the accidents at work and professional diseases.

Employees, on the other hand, are required to pass initial and periodic tests medical examinations, pass training and periodic in instructions on safety requirements, and to carry out medical and health measures that are prescribed by medical institution if paid by employer.

5. THE WORLD BANK ENVIRONMENTAL AND SOCIAL STANDARDS (ESS 2)

5.1. ESS 2: Labor resources and working conditions

The World Bank's stipulations related to labor are outlined in its ESS2. Implementing agency promotes sound worker-management relationships and provides safe and healthy working conditions. Key objectives of the ESS 2 are to:

- Promote safety and health at work;
- Promote the fair treatment, nondiscrimination and equal opportunity of project workers;
- Secure protection of project workers, including vulnerable workers such as women, persons with disabilities, children (of working age, in accordance with this ESS) and migrant workers, contracted workers, community workers and primary supply workers, as appropriate;
- Prevent the use of all forms of forced labor and child labor;
- Support the principles of freedom of association and collective bargaining of project workers in a manner consistent with national law; and
- Provide project workers with accessible means to raise workplace concerns.

ESS2 applies to project workers including fulltime, part-time, temporary, seasonal and migrant workers. Where government civil servants are working in connection with the project, whether fulltime or part-time, they will remain subject to the terms and conditions of their existing public sector employment agreement or arrangement, unless there has been an effective legal transfer of their employment or engagement to the project. ESS2 will not apply to government civil servants.

Working conditions and management of worker relationships. The Implementing Agencies will develop and implement internal labor management procedures applicable to the project. These procedures will set out the way in which project workers will be managed, in accordance with the requirements of national law and this ESS. The procedures will address the way in which this ESS will apply to different categories of project workers including direct workers, and contract workers.

Project workers will be provided with information and documentation that is clear and understandable regarding their terms and conditions of employment. The information and documentation will set out their rights under national labor law and ESS requirements (which will include collective agreements), including their rights related to hours of work, wages, overtime, compensation and benefits. This information will be provided at the beginning of the working relationship and when material changes occur.

For more details on the WB Environmental and Social Standards, please follow the below links:
www.worldbank.org/en/projects-operations/environmental-and-social-framework/brief/environmental-and-social-standards and <http://projects-beta.vsemirnyjbank.org/ru/projects-operations/environmental-and-social-framework/brief/environmental-and-social-standards> .

5.2. Policy gap

Comparison of key OHS related World Bank Requirements with Kyrgyz Republic Legal Requirements

ESS& topic	Main WB requirements	Main WB requirements, Key requirements/gaps in the KR legal framework
A. Working conditions and management of labor relations	• Written labor management procedures; • Terms and conditions of employment; • Nondiscrimination and equal opportunity • Worker's organizations • Elaborate Labor Management • Plans including Contractor's ESMP.	• Written employment contract required, including procedures and employment conditions. • Non-discrimination and equal opportunity requirements exist. • No provision for Labor Management Plans.
B. Protecting the work force	• Child labor prohibition • Forced labor prohibition	• Child labor prohibited (under 14). • No forced labor is allowed.
C. Grievance mechanism	GM should be in place for direct and contracted workers	• No specific GM process for employees working with individual employment contracts. • Grievance registration and follow-up procedures are available through the Law on Appeals of Citizens.
D. OHS	• Detailed Procedure required for every project.	• No detailed procedure specific to every project. • Requirements to protect

	• Requirements to protect workers, train workers, document incidents, emergency preparation, addressing issues; • Monitor OHS performance	workers, train workers, document incidents, emergency preparation
E. Category of workers	• Specifies categories of workers	• No such classification
F. Minimum age of workers	• Minimum age for employment is 14; • A child between 14-18 may be employed or engaged only in certain conditions.	• Employment permissible for 14 plus age, but with guardian permission. • 14-18 years are not permitted to work under difficult and unsafe working conditions.

6. STAFF RESPONSIBLE

Project Director of both PIUs will oversee and guide all the workers associated with the project.

The PIUs' E&S specialists will be responsible for the following:

- Implement this labor management procedure;
- Ensure that civil works contractors comply with these labor management procedures and also prepare occupational health and safety plans before mobilizing to the field;
- Ensure the contracts with the contractors are developed in line with the provisions of this LMP and the project's ESMF, as detailed in the Project Operations Manual (POM);
- Monitor to verify that contractors are meeting labor and OHS obligations toward contracted and subcontracted workers as required by Kyrgyz Republic law and respective contracts between WRS and DCEI and the contractors;
- Monitor contractors and subcontractors' implementation of labor management procedures;
- Monitor compliance with occupational health and safety standards at all workplaces in line with Kyrgyz Republic occupational health and safety legislation;
- Monitor and implement trainings on LMP and OHS for project workers;
- Ensure that the grievance mechanism for project workers is established and implemented and that workers are informed of its purpose and how to use it;
- Have a system for regular monitoring and reporting on labor and occupational safety and health performance;
- Monitor implementation of the Worker Code of Conduct.

LMP and OHS responsibilities of the Contractors are the following:

- Follow the labor management procedures and occupational health and safety requirements in line with the ESMF provisions and stated in the contracts signed with Implementing Agency.

If the number of workers (direct +contracted) is above 50, then Contractors will develop their own LMPs and OHS plans.

- Supervise the subcontractors' implementation of labor management procedures and occupational health and safety requirements.
- Maintain records of recruitment and employment of contracted workers as provided in their contracts.
- Communicate clearly job descriptions and employment conditions to all workers.
- Make sure every project worker hired by contractor/subcontractor is aware of the WRS and DCEI dedicated phone number, email address, and web portal through which anyone can submit grievances.
- Provide induction (including social induction) and regular training to employees in labor protection requirements, including training on their rights on safe labor under Kyrgyz Republic law, on the risks of their jobs, and on measures to reduce risks to acceptable levels.
- In collaboration with PIUs E&S specialists conduct training on labor management procedures and occupational safety to manage subcontractor performance.
- Ensure that all contractor and subcontractor workers understand and sign the Code of Conduct (Annex 1) prior to the commencement of works, and supervise compliance with the Code.

7. POLICY AND PROCEDURES

As specified in the Labor Code, employment of project workers will be based on the principles of nondiscrimination and equal opportunity. 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. The following measures will be followed by contractors and monitored by the PIUs staff to ensure 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.
- Applications for employment will only be considered if submitted via the official application procedures established by the contractors.
- 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. Workers will sign the employment contract.
- Unskilled labor will be preferentially recruited from the surrounding communities, with a goal of at least 50 percent.
- Employees will be informed at least two weeks before their expected release date of the coming termination.
- The contracted workers will not be required to pay any hiring fees. If any hiring fees are to be incurred, these will be paid by the Employer.
- Depending on the origin of the employer and employee, employment terms and conditions will be communicated in two languages, in the state language and the 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.

- Foreign workers will require work permits, which will allow them to work in Kyrgyz Republic.
- All workers will be 18 years old or above for civil works. This will be a requirement in WRS and DCEI contracts with civil works contractors.
- Normal working time should not exceed 40 hours per week. With a five-day working week, the duration of daily work is determined by the internal work regulations approved by the employer after prior consultation with the representatives of the workers, in compliance with the established working week duration.

8. AGE OF EMPLOYMENT

The Kyrgyz Republic law prohibits anyone under 18 from performing “unhealthy or heavy” and there are special requirements for leave, work hours, and other conditions of employment. Employer will ensure that no construction workers under 18 years are employed. Under 18 years old employees are allowed to work in sectors with no health risks with the following reduced working hours: the employees aged 14 to 16 years old - no more than 24 hours a week, from 16 to 18 years old - no more than 36 hours a week.

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

9. TERMS AND CONDITIONS

The employment terms and conditions applying to PIUs employees will be set out in this document. These internal labor rules will apply to all PIUs employees who are assigned to work on the project (direct workers). Terms and conditions of part-time direct workers are determined by their individual contracts.

The precise number of direct project workers and contractors of WRS PIU is 25 and DCEI PIU is 26. As for the number of workers who will be contracted are not known as of now. This will become known as and when implementation begins.

The contractors’ labor management procedure will set out terms and conditions for the contracted and subcontracted workers. These terms and conditions will be in line, at a minimum, with this labor management procedure, the Kyrgyz Republic Labor Code and specified in the standard contracts to be used by the PIUs under the project, which will be provided in POM and follow this LMP and the project ESMF.

10. GRIEVANCE MECHANISM

A Grievance Mechanism (GM) is a procedure that provides a clear and transparent framework for addressing grievances related to the recruitment process and in the workplace. This typically takes the form of an internal procedure for complaints, followed by consideration and management response and feedback.

The GM will be available to **all direct and contracted workers** to raise issues at a workplace. Such workers will be informed about GM during recruitment and the measures taken to protect them from any victimization for using GM.

The project will establish a step-by-step GM procedure for the Project workers consistent with the ESS2 before the Project Effectiveness and describe them in the POM. Essentially, it will be at different levels. This GM is not same as the grievance mechanism to be established for project affected stakeholders. The Project workers' GM will not prevent workers to use judicial procedure.

Grievance procedures should be tailored to meet the needs of the project, culture and workforce composition. The Grievance procedures may be included in collective agreements. A clause in a contractor-level collective agreement that establishes a mechanism for individual employees to bring an employment-related grievance, potentially through their trade union and/or with trade union assistance, will be sufficient to meet ESS2.

The GM will be accessible to all employees through various means (written, telephone, fax, social media etc). Grievance logbook will be maintained in PIUs offices.

10.1. GM structure for direct workers

To mitigate the risks related to direct workers the GM for Direct Workers will be established.

GM structure for PIUs

First level: Any grievance or appeal from the direct workers will be reviewed by the PIU Director, will be registered by the PIUs social specialists in the Grievance Log, than will be sent to the PIU respective coordinators and specialists for resolving within 5 working days.

Second level: If the grievance or appeal received from the direct workers are not resolved in the first level, or if the response is not satisfactory then grievance or appeal provider has an option to appeal directly to the WRS/DCEI Directors to follow up on the issue. The complaints should be considered and feedback provided within 14 working days.

Any grievance or appeal regarding the concerns on unaccounted working hours and lack of compensation for overtime, delay in/nonpayment of salaries depending on nature of the issue raised shall be received, considered and addressed in a timely manner.

10.2. GM structure for contracted workers

Contractor's level. Contractors should develop its own GM to resolve the grievances of contracted workers. Grievance Focal Point (GFP) assigned by the Contractor will file the grievances and appeals of contracted workers and will be responsible to facilitate addressing the grievances. If the issue cannot be resolved at contractor's level within 5 working days, then it will be escalated to the PIU central level.

Central PIU level. Social specialist of PIU will serve as Grievance Focal Point (GFP) to file the grievances and appeals of the project workers. He/She will be responsible to coordinate with relevant departments/organization and persons to facilitate addressing these grievances within 14

working days. Any unresolved grievance or appeal received from the central PIU level shall be considered and addressed in a timely manner.

10.3. Handling sensitive grievances

Taking into account the standards regarding the prevention of sexual exploitation and abuse / sexual harassment (SEA/SH), which, in accordance with the requirements of the World Bank, must be observed in all projects financed by the World Bank, these standards will be observed and responsibilities take action to raise awareness on the prevention and suppression of SEA/SH. At all stages of the project implementation, all project staff and contractors will be informed about the understanding of the principles of control and prevention of risks of SEA/SH. The GM will ensure the access and confidentiality of the complaint mechanism, and will allow the complainant not to fear retaliation. These complaints will be investigated without undue delay, and all perpetrators will be held accountable. SEA/SH issues require some additional measures:

- Gender sensitivity will be sought in the employment of Social specialist.
- Social specialists will be informed about SEA/SH issues.

In addition to the socio-cultural characteristics and non-violent communication ways in the training of workers, SEA/SH will also be on the agenda. Worker training will include the following information on SEA/SH:

- Definition of violence against women in national and international documents;
- Types of violence (physical, sexual, economic, emotional);
- Legal sanctions;

The grievance mechanism will be accessible and ensure confidentiality of personal information. Information activities will be carried out to inform women about the mechanism. The following types of information are presented:

- Women's rights;
- Self-protection in cases of violence and sexual abuse;
- Emergency phone numbers;
- Contact information of the institutions and organizations they can apply to;
- Grievance mechanism and privacy policy.

The confidentiality principle of the grievance mechanism will be repeated in all information materials.

The project will utilize additional mitigation measures proportional to risk. The contractor will be responsible for developing the workforce management procedure, health, and safety plans as well as SEA/SH protocols which will apply to their own and subcontractor employees who work on the Project. These procedures and plans will be submitted to PIU for review and approval before the contractors are allowed to mobilize to the field of construction. All contractors will be required in the contract to commit against the use of child and forced labor, introduce mitigation measures against SEA/SH, and PIU staff in charge of contractor supervision will monitor and report the absence of forced labor and cases of SEA/SH. All personal data and complaints received by the GM will be treated in a confidential manner, unless the complainant consents to the disclosure of their personal information. Specially, confidentiality of sensitive issues and complaints related to SEA/SH raised by communities will be followed.

10.4. Monitoring and reporting grievances

The PIUs will be responsible for:

- Analyzing the qualitative data on the number, substance, and status of complaints and uploading them into the project databases established by PIUs;
- Monitoring outstanding issues and proposing measures to resolve them;
- Preparing reports on GM as a part of the project progress reports to be shared with the WB. Bi-annual reports to be submitted to the WB shall include a section related to GM which provides updated information on the following:
- Status of GM implementation (procedures, training, public awareness campaigns, budgeting, etc.);
- Qualitative data on the number of received grievances (applications, suggestions, complaints, requests, positive feedback), highlighting a number of resolved grievances;
- Quantitative data on the type of grievances and responses, issues provided, and grievances that remain unresolved;
- Level of satisfaction by the measures (response) taken;
- Any correction measures taken.

10.5. World Bank GRS

Project workers may submit complaints to existing project-level grievance mechanisms or the WB's Grievance Redress Service (GRS). The GRS ensures that complaints received are promptly reviewed in order to address the project's labor related issues. Project workers 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-redressservice>. For information on how to submit complaints to the World Bank Inspection Panel, please visit: www.inspectionpanel.org.

11. CONTRACT MANAGEMENT

Construction and other contracts will include provisions related to labor and occupational health and safety as provided in the World Bank Standard Procurement Documents and Kyrgyz Legislation.

The PIUs will manage and monitor the performance of contractors in relation to contracted workers, focusing on compliance by contractors with their contractual agreements (obligations, representations, and warranties) and labor management procedures. This may include periodic audits, inspections, and/or spot checks of project locations and work sites as well as of labor management records and reports compiled by contractors.

Contractors' labor management records and reports that may be reviewed would include: representative samples of employment contracts or arrangements between third parties and contracted workers, records relating to grievances received and their resolution, reports relating to safety inspections, including fatalities and incidents and implementation of corrective actions,

records relating to incidents of non-compliance with national law, and records of training provided for contracted workers to explain occupational health and safety risks and preventive measures.

ANNEXES

ANNEX 1. CODE OF CONDUCT SAMPLE

CODE OF CONDUCT TO BE ADHERED BY CONTRACTORS

Code of Conduct for Contractor's Personnel Form

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.

Note:

The minimum content of the Code of Conduct form as set out by the Employer shall not be substantially modified. However, the Contractor may add requirements as appropriate, including to take into account Contract-specific issues/risks.

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 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 PIU Social Specialist with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the Contract, another individual designated by the Client to handle these matters*] in writing at this address [] or by telephone at [] or in person at []; or
2. Call [] to reach the Client'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 Client'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): _____

ATTACHMENT 1: Behaviors constituting Sexual Exploitation and Abuse (SEA) and behaviors and behaviors constituting Sexual Harassment (SH)

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.