

كهرباء لبنان  
مؤسسة عامة

إحالة - رقما المحفوظات ٢٤٤٨ و ٦٢٩٥  
من محضر جلسة مجلس الإدارة رقم ٢٠ تاريخ ٢٠٢٥/٨/٢١  
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مصدّق من قبل مجلس الإدارة في الجلسة ذاتها  
مبلّغ إلى مصلحة الديوان بتاريخ ٢٠٢٥/٨/٢٦

- مذكرة تنفيذية إلى :
- مديرية الإنتاج
  - مديرية الشؤون الإدارية
  - مديرية الدراسات
  - مديرية النقل
  - مديرية التجهيز
  - مديرية التوزيع في بيروت وجبل لبنان
  - مديرية التوزيع في المناطق
  - مديرية الشؤون المشتركة
  - مديرية الشؤون المالية
  - المراقبة العامة
  - جهاز المحطات الخاصة
  - مصلحة الديوان
  - و
  - المكتب الإعلامي (للنشر)
  - كافة الوحدات (للتعميم)

الموضوع: إجراءات إدارة العمالة (LMP) الخاصة بمشروع تعزيز الطاقة المتجددة وتقوية الشبكة

صدر عن مجلس الإدارة بهذا الموضوع القرار بالرقم والتاريخ المذكورين أعلاه، وفي ما يلي بناءاته  
وحيثياته وبنوده:

بناءً على القانون رقم ١٤ تاريخ ٢٠٢٥/٧/١١، القاضي بالموافقة على اتفاقية القرض لتنفيذ مشروع الطاقة المتجددة وتعزيز نظام الطاقة في لبنان (Lebanon Renewable Energy and System Reinforcement Project)، بين الجمهورية اللبنانية والبنك الدولي للإنشاء والتعمير (IBRD) والذي هو المؤسسة المالية الدولية الأساسية التابعة لمجموعة البنك الدولي (World Bank)،

وحيث أن اتفاقية القرض (Loan Agreement) هذه تقضي، في ما تقضي به، بشروط واضحة، منها الالتزام بتنفيذ الأجزاء المطلوبة من مؤسسة كهرباء لبنان في المشروع بما يتطابق مع المعايير والممارسات (standards and practices) المعتمدة من البنك الدولي، بما فيها أنظمة الشراء الخاصة (World Bank Procurement Regulations for Borrowers under Investment Project Financing)،

وبناءً على قرارات مجلس الإدارة المتعلقة بالمشروع المذكور، ولا سيما القرارات رقم ٢٠٢٤/٧-١٢٥ تاريخ ٢٠٢٤/٣/٢٠ ورقم ٢٠٢٤/٩-١٧٠ تاريخ ٢٠٢٤/٤/٤ ورقم ٢٠٢٤/١٢-٢١٥ تاريخ ٢٠٢٤/٥/١٥ ورقم ٢٠٢٤/١٣-٢٢٨ تاريخ ٢٠٢٤/٥/٢٣ ورقم ٢٠٢٤/١٦-٢٧٥ تاريخ ٢٠٢٤/٦/٢٨ ورقم ٢٠٢٤/١٨-٣٣٨ تاريخ ٢٠٢٤/٧/٤ ورقم ٢٠٢٤/١٨-٣٣٩ تاريخ ٢٠٢٤/٧/٤ ورقم ٢٠٢٤/١٩-٣٧٣ تاريخ ٢٠٢٤/٧/٢٣ ورقم ٢٠٢٤/٢٥-٤٦١ تاريخ ٢٠٢٤/٩/١٧ ورقم ٢٠٢٤/٣٢-٥٩٩ تاريخ ٢٠٢٤/١١/١٩ ورقم ٢٠٢٥/١٧-٣٧٩ تاريخ ٢٠٢٥/٦/٢٤ ورقم ٢٠٢٥/٢٠-٥٠٢ تاريخ ٢٠٢٥/٨/٢١،

وبعد الاطلاع على كتاب المديرية العامة - مديريات النقل والتجهيز والتوزيع في بيروت وجبل لبنان والتوزيع في المناطق والدراسات ومعاون المديرية العامة المكلف بالتنسيق مع البنك الدولي وفق المذكرة الإدارية رقم ٢٠١٩/١٢١ - مدير المشروع المذكور أعلاه لدى المؤسسة وفق المذكرة الإدارية رقم ٢٠٢٤/١١٢ - تاريخه ٢٠٢٥/٧/٢٤ بالموضوع أعلاه، ومرجعه هذا المشروع والرسالة الواردة إلى مؤسسة كهرباء لبنان من جانب فريق البنك الدولي (World Bank) بتاريخ ٢٠٢٥/٧/٩،

وبعد الاطلاع على وثيقة "إجراءات إدارة العمالة LMP" (Labor Management Procedures) الخاصة بالمشروع، المعدة من قبل البنك الدولي (World Bank)، والتي تعد إحدى الركائز الأساسية للالتزام فيه بالمعايير الاجتماعية والبيئية المعتمدة من قبل البنك الدولي، لا سيما المعيار البيئي والاجتماعي الثاني (ESS2) المتعلق بالعمالة وشروط العمل، حيث تُعنى هذه الوثيقة بتنظيم العلاقة مع كافة فئات العاملين في المشروع، سواء كانوا موظفين دائمين (مدنيين)، أو متعاقدين، أو عمال موردين رئيسيين، وذلك لضمان بيئة عمل آمنة، عادلة، خالية من التمييز، وتحترم حقوق الإنسان،

وبناءً على اقتراح المديرية العامة - مديريات النقل والتجهيز والتوزيع في بيروت وجبل لبنان والتوزيع في المناطق والدراسات ومدير المشروع في المؤسسة بموجب الكتاب أعلاه تاريخ ٢٠٢٥/٧/٢٤،

وبعد التداول، قرّر مجلس الإدارة في هذه الجلسة المنعقدة بتاريخ ٢٠٢٥/٨/٢١، بالإجماع، ما يلي:

>> أولاً: الموافقة على وثيقة "إجراءات إدارة العمالة LMP"، المعدة من قبل البنك الدولي (World Bank)، والتصديق على اعتمادها كمرجع رسمي يُستند إليه ضمن كافة مكونات مشروع الطاقة المتجددة وتعزيز نظام الطاقة في لبنان، الممول بموجب اتفاقية القرض بين الجمهورية اللبنانية والبنك الدولي للإنشاء والتعمير، موضوع القانون رقم ١٤ تاريخ ٢٠٢٥/٧/١١.

**ثانياً:** الموافقة على اعتماد وثيقة "إجراءات إدارة العمالة LMP"، المذكورة أعلاه، بناءً على ما تقدّم، وخاصة في ما يتعلّق بحقوق العمّال، شروط العمل، الصحة، السلامة، والامتثال للمعايير الاجتماعية، وبحيث يتمّ:

(١) تعميم هذه الوثيقة على كافة مديريات ووحدات مؤسسة كهرباء لبنان، مع التأكيد على ضرورة التقيد الكامل بمضامينها ضمن مهام كل من هذه المديريات والوحدات.

(٢) نشر هذه الوثيقة، مرفقة بنسخة من مذكرة قرار مجلس الإدارة هذا، على موقع مؤسسة كهرباء لبنان الإلكتروني على شبكة الإنترنت، لإتاحة الاطلاع عليها من قبل كافة الجهات المعنية والرأي العام، وذلك تعزيزاً للشفافية.

(٣) استخدام هذه الوثيقة كمرجع أساسي في دفاتر الشروط وملفات المناقصات والعقود التي يتم إجراؤها في إطار مشروع الطاقة المتجددة وتعزيز نظام الطاقة في لبنان، المذكور أعلاه.

**ثالثاً:** الموافقة على إنشاء بريد إلكتروني جديد يكون عنوانه: [lresr-grm@edl.gov.lb](mailto:lresr-grm@edl.gov.lb)، مخصّص لتلقي الشكاوى والمراجعات المتعلقة بمشروع الطاقة المتجددة وتعزيز نظام الطاقة في لبنان، المذكور أعلاه، وذلك في ما يعني مؤسسة كهرباء لبنان.

[ قراراً مصدقاً من قبل مجلس الإدارة في الجلسة ذاتها. <<

يطلب إليكم أخذ العلم وإجراء اللازم، كل بما يعنيه.

بيروت في ٢٠٢٥/٨/٢٠

رئيس مجلس الإدارة

المدير العام

كمال الحايك

س.ع.

**تبليغ نسخة إلى جانب:**

- وزارة المالية بواسطة حضرة المراقب المالي

- القاديشا

- المهندس جهاد غضية المكلف بالمذكرتين

الإداريتين رقم ٢٠١٩/١٢١ و ٢٠٢٤/١١٢



**Lebanon Renewable Energy  
and System Reinforcement Project**

**LABOR MANAGEMENT PROCEDURES**

**July 2025**

**Electricité du Liban  
and  
Litani River Authority**

**Beirut**



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## LIST OF ACRONYMS

CEACR	Committee of Experts on the Application of Conventions and Recommendations
CEMP	Construction Environmental Management Plan
CoC	Code of Conduct
DSPOE	Dam Safety Panel of Experts
EDL	Electricité du Liban
ESMAP	Energy Sector Management Assistance Program
ESRS	Environment and Social Review Summary
E&S	Environment and Social
EHSG	General Environmental, Health and Safety Guidelines
ERW	Explosive Remnants of War
ESCP	Environmental and Social Compliance Plan
ESF	World Bank Environmental and Social Framework
ESHS	Environment, Social, Health, and Safety
ESIA	Environmental and Social Impact Assessment
ESS	World Bank Environmental and Social Standard
GBV	Gender-Based Violence
GM	Grievance Mechanism
GRM	Grievance Redress Mechanism
HSE	Health, Safety, and Environment
ILO	International Labor Organization
LBP	Lebanese Pounds
LC	Lebanese Labor Code
LMP	Labor Management Procedures
LRA	Litani River Authority
MoL	Ministry of Labor
MoEW	Ministry of Energy and Water
MoF	Ministry of Finance
NSSF	National Social Security Fund
OE	Owner's Engineer
OHS	Occupational Health and Safety
PMT	Project Management Team
PPE	Personal Protective Equipment
PSC	Project Steering Committee
QA	Quality Assurance

***Lebanon Renewable Energy and System Reinforcement Project***  
***Labor Management Procedures***

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QC	Quality Check
SEA	Sexual Exploitation and Abuse
SEP	Stakeholder Engagement Plan
SGBV	Sexual and Gender-Based Violence
SH	Sexual Harassment
SSL	Social Security Law
USD	US Dollars
WB	World Bank



## **1. INTRODUCTION**

Through the International Bank for Reconstruction and Development (IBRD), the World Bank is financing a project to support Lebanon's electricity sector in addressing critical challenges. The Lebanon Renewable Energy and System Reinforcement Project (World Bank, P180501), finances initiatives that will enhance the integration of renewable energy into Lebanon's energy mix, reinforce the electricity transmission infrastructure, optimize operational efficiency within Electricité du Liban (EDL), and rehabilitate essential infrastructure in existing hydropower plants (HPPs) operated by the Litani River Authority (LRA).

EDL is the primary electricity utility in Lebanon, overseeing over 90 percent of the sector, including the generation, transmission, distribution, and sale of electrical energy. LRA operates under the Ministry of Energy and Water (MOEW) and manages hydropower facilities that contribute approximately 5 percent of Lebanon's total electricity supply. To enhance the stability and resilience of the national power supply and reduce reliance on fossil fuels, EDL is planning the development of multiple solar photovoltaic (PV) power plants in the Bekaa Valley. Concurrently, LRA aims to rehabilitate and upgrade three HPPs to improve operational performance and extend asset lifespan.

### **1.1 Purpose of Labor Management Procedures**

Nearly all projects financed by the World Bank involve the employment of managers, staff, and workers. These workers can be exposed to substantial risks to their safety, health, and welfare. To avoid or reduce these risks to acceptable levels, the World Bank's Environmental and Social Standard 2 (ESS2), *Labor and Working Conditions*, requires that projects financed by the World Bank develop and implement Labor Management Procedures (LMP) that ensure compliance with applicable law, ESS2, and good international industry practice. This document is the LMP for the Lebanon Renewable Energy and System Reinforcement Project.

The LMP's primary objective is to identify key labor requirements and risks associated with the project and to provide EDL and LRA with a clear framework for addressing labor-related issues. It will serve as a resource and guide for all project-affiliated parties, including EDL and LRA, the Project Management Teams (PMTs), Contractors, subcontractors, Consultants, and all project workers, that will enable them to understand and implement the required standards. As a living document, the LMP has been initiated early in project preparation and will be periodically reviewed and updated throughout the project's lifecycle to reflect changes in labor conditions or project scope.

In summary, the LMP has the following objectives:

- Promote occupational health and safety (OHS) to safeguard the well-being of project workers.
- Ensure fair treatment, non-discrimination, and equal opportunity for all project workers.
- Protect project workers, including vulnerable groups such as women, persons with disabilities, children, migrant workers, contracted workers, community workers, and primary supply workers.





- Prevent all forms of forced labor and child labor.
- Uphold the principles of freedom of association and collective bargaining consistent with Lebanese law.
- Provide accessible mechanisms for project workers to voice workplace concerns and be assured they will be addressed.

## **1.2 Project Description**

The Project will involve a number of subprojects whose collective aim is enhance the reliability of the electricity transmission network, improve operational efficiency at EDL, and increase the availability of grid-connected renewable energy for consumers. Additionally, a parallel US\$1.5 million grant from the Energy Sector Management Assistance Program (ESMAP) will complement this loan by supporting preparation of a feasibility study and environmental and social (E&S) instruments for a solar park proposed by EDL. Implementation of the project will occur through six discrete but interrelated components:

### **1. Component 1: Strengthening of EDL Operational and Commercial Systems**

#### **➤ Sub-component 1.1: Strengthening of EDL Operational Systems**

- Construction of a new National control Center (NCC) building at the site of an existing building (after its demolition) within the perimeter of EDL headquarters territory in Beirut;
- Supply and installation of Supervisory Control and Data Acquisition (SCADA) system, Energy Management System (EMS), telecommunication equipment with the rest of EDL's substations and feeders, and reserve power supply equipment for NCC in the case of emergencies, and dispatch control; and
- Three-year software maintenance contract for all relevant operational software required for NCC and training of EDL staff to ensure EDL acquires the required experience and knowledge, including through on-job training on the NCC systems.

#### **➤ Sub-component 1.2: Strengthening of EDL Commercial Systems**

- EDL's Center for Advanced Metering Infrastructure (AMI).
- Supply and installation of Enterprise Resource Planning (ERP) platform. This subcomponent will finance system design, customization, license, data migration, training, and system deployment, as well as needed information technology (IT) infrastructure and hardware. This sub-component will not finance the procurement and installation of the smart meters, which falls within the scope of the DSPs that have contractual arrangements with EDL.

### **2. Component 2: Increase of Grid-Connected Renewable Energy Supply and Network Reinforcement (US\$170 million to be fully financed by IBRD loan).**

#### **➤ Sub-component 2.1: Development of Grid-connected Solar PV Plants (estimated cost of US\$91 million).**

- Construction of about 150MW of utility-scale solar PV power plants, including design, supply, and installation of solar PV modules, inverters, and the balance of the plant



comprised of structural components, electrical components, control and monitoring systems, auxiliary systems, and civil works.

- Two-year operation and maintenance (O&M) contract for the solar PV projects to ensure EDL acquires the required experience and knowledge, including through on-job training. The final selected sites include Hermel, Ras Baalbek and Qaa.

➤ **Sub-component 2.2: Rehabilitation of LRA HPPs and Strengthening of Dam Safety**

- Rehabilitation and replacement of key electricity generation equipment as well as monitoring and control systems at Joun, Awali, Markabi HPPs as well as measures to strengthen the safety of Qaraoun dam. It includes completing electromechanical works as well as training of LRA staff.

➤ **Sub-component 2.3: Rehabilitation and Reinforcement of EDL Transmission Network**

- Rehabilitation of Ashrafia 220 kV substation, rehabilitation of 220 kV Deir Nbuh-Baalbeck overhead transmission line (OHL), upgrade of Baalbeck substation, and connection of solar PV plants to the grid.

### **3. Component 3: Technical Assistance**

➤ **Sub-component 3.1: Project Implementation Support and Technical Studies for EDL**

- Consultancy services by an Owner's Engineer (OE)<sup>1</sup> to be appointed by EDL. The OE will be responsible for the following:
  - Preparation of all designs, detailed feasibility studies, and tender documents for main contracts under the Project, tendering process,
  - Technical supervision of contracts, monitoring of contractors' compliance with the requirements of environment and social (E&S) instruments, site supervision and quality control, addressing climate resilience and adaptation requirements in all designs,
  - Financial management and reporting, and review and approval of payment certificates,
  - Other aspects of contracts related to improvement of EDL operating and commercial systems (Sub-components 1.1 and 1.2), construction of grid-connected solar PV plant (Sub-component 2.1), and strengthening of EDL network (Sub-component 2.3).

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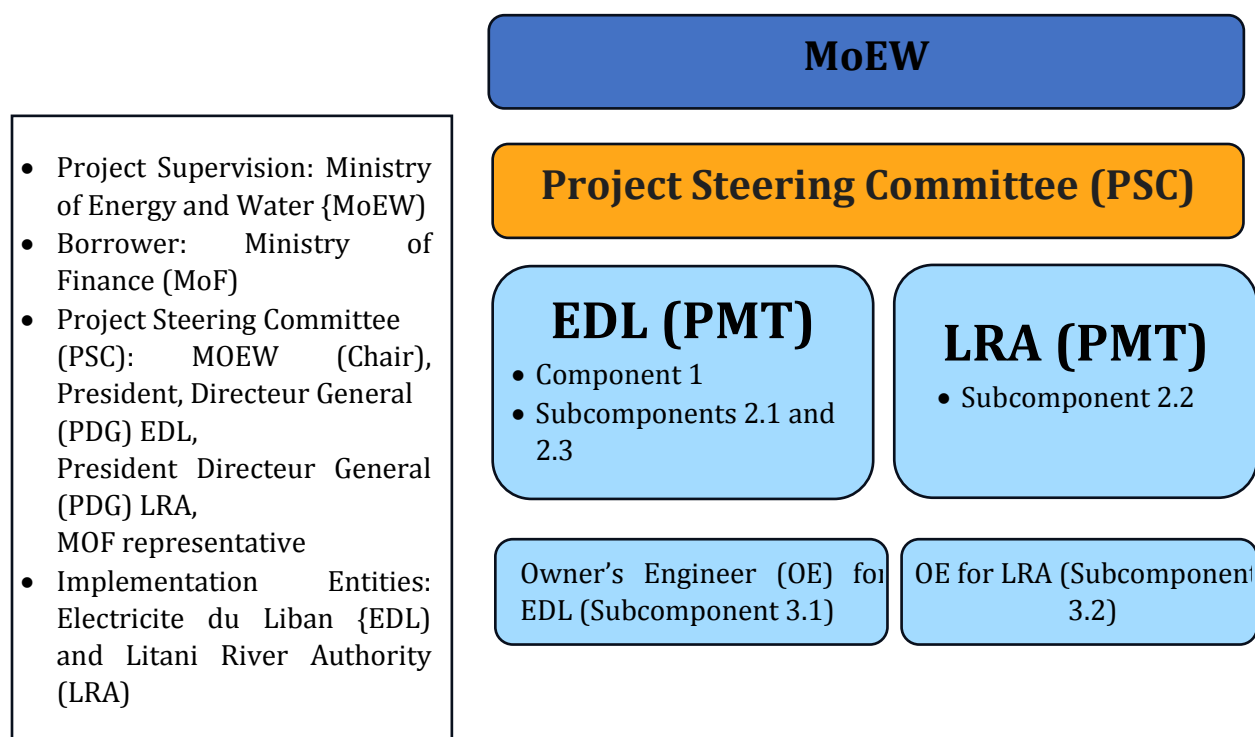
1 The "Owner's Engineer" will be an international consulting firm specialized in engineering, procurement, and construction management of projects. EDL and LRA will each select and appoint an OE through international competitive tender. Each OE will act on behalf of the Owner through the project life cycle. Each OE will include on its team of experts a qualified Environmental Specialist, a Social Development Specialist, and a Health and Safety Specialist, who collectively will be responsible for reviewing and approving Contractors' E&S management programs, including their human resources programs and occupational health and safety programs, and for supervising Contractors' implementation of those programs and enforcing compliance with applicable requirements.



- Consultancy services for the review of EDL business processes to fully leverage the value of the ERP system;
  - Individual consultants within EDL's Project Management Team (PMT) as well as individual consultants supporting the Project's Steering Committee for strategic guidance and overall supervision of the Project.
  - Various technical, economic, financial, and other studies that may be required during implementation of the Project.
  - Capacity building for EDL, such as strengthening of in-house capacity for power system planning and modelling, distribution and transmission system maintenance, procurement, and E&S.
  - External audit and support for strengthening financial management and reporting at EDL.
- **Sub-component 3.2: Project Implementation Support, Technical Studies for LRA, and Dam Safety Panel of Experts**
- Consultancy services by an OE to be appointed by LRA. The OE will be responsible for:
    - Preparation of procurement documents for main contracts under the Project as well as supporting the tendering process,
    - Technical supervision of contracts, monitoring of contractors' compliance with the requirements of environment and social (E&S) instruments, site supervision and quality control,
    - Review and approval of payment certificates, and other aspects of contracts related to rehabilitation of HPPs and improvement of dam safety
  - Tier 2 dam safety assessment for Qaraoun, Anan Lake, and Joun Lake dams; bathymetric study of the reservoir to estimate sedimentation and actual reservoir capacity; dam break and flood propagation study; and other technical, economic, financial and other studies that may be required during implementation of the Project.
  - Preparation of the instrumentation plan, update of O&M plan, update of Emergency Preparedness Plan (EPP).
  - Appointment and support of a dam safety panel of experts (DSPOE) to be comprised by qualified experts in specific technical fields related to hydropower. The DSPOE will provide guidance and advice to LRA during implementation of the Project.
  - Capacity building for LRA on technical, contract management, and dam safety aspects of hydropower.

The Project will be implemented by organizations and entities shown in Figure 1.





**Figure 1. Project Implementation Arrangements**

## **2. POTENTIAL LABOR RISKS**

The key labor-related risks which may result from Project implementation include the following:

- **Occupational Health and Safety Risks.** Construction is recognized as a dangerous activity with many OHS risks that have to be managed in order to protect workers. Key risks include:
  - Exposure to hazardous work situations, such as working at heights, in confined spaces, working with hazardous materials, with electricity, and with tools, etc.
  - Exposure to dust, cement, and other chemicals that may pose respiratory risks.
  - Exposure to mobile equipment, vehicles, and machinery with moving parts.
  - Exposure to emergency situations, such as fires, explosions, and falls into water.
  - Exposure to unsafe working conditions, including equipment without proper guards or safeguards, and lack of other protective measures.
  - Exposure to heat stress during hot summer conditions.
  - Exposure to venomous wildlife such as snakes and scorpions while working outdoors.
  - Exposure to traffic accidents.
  - with permit-to-work system.
  - Inadequate or lack of use of personal protective equipment (PPE) and poor worker awareness of occupational health and safety (OHS) issues

- Exposure to unexploded remnants of war (ERW).
- **Improper Labor Management.** This occurs due to noncompliance with Lebanese Labor Law and/or ESS2, including:
  - Engagement of informal workers without formal employment contracts.
  - Wages below the legal minimum wage, not proportionate with tasks performed, or not consistent with industry standards.
  - Excessive or Improper overtime.
  - Lack of payment for overtime work.
  - Discrimination towards women, workers with disabilities or other vulnerabilities and migrant workers (e.g., Syrian workers), non-equal opportunities, unlawful termination, withholding of benefit, etc.
  - Non-payment of wages, disparity in wages, denial of benefits (compensation, bonus, maternity benefits, etc.).
- **Sexual exploitation, abuse, or harassment (SEA/SH), or gender-based violence (GBV)** against members of the workforce by other workers or community members
- **Breakdown of Employer-Supervisor-Worker Communications.** This can occur when there is no properly working mechanism by which workers can express concerns or complaints and be sure they will be dealt with, or if an operating mechanism does not result in attention to and resolution of every concern or complaint or that does not protect against retaliation.
- **Child and Forced Labor,** including employment of underage children or employment of workers against their will or under terms and conditions with which they have not agreed.

### 3. OVERVIEW OF LABOR USE ON THE PROJECT

World Bank ESS2 categorizes workers into direct workers, contracted workers, community workers, and primary supply workers. The Project's workforce is expected to include:

- **Direct workers** are those that are employed by EDL or LRA, who are assigned primarily to the Project. They could be under individual employment contracts or appointed as individual consultants. **Civil servants** are those EDL and LRA employees who are employed by the Government of Lebanon who are subject to civil service rules and who are assigned to the Project. Civil servants assigned to work on project related activities, regardless of whether they work full time or part time, will continue to work under terms and conditions of their existing contracts or appointments in the public sector. ESS2 provisions on occupational health and safety, and prohibition of child and forced labor shall apply to civil servants engaged in the project.
- **Contracted workers** are those who are employed by third parties, such as construction Contractors, Owner's Engineers, members of the Dam Safety Panel of Experts and other supporting consultants, any of whom may be appointed to implement Project-related activities, including construction and/or operation.



- **Primary supply workers** are employed by enterprises that provide goods or materials on an ongoing basis directly to the Project that are essential for the core functions of the project.
- Another category of workers recognized by the World Bank, **community workers**, will not be employed or otherwise involved in the Project.

The numbers and types of project workers are summarized in Table 1 and detailed in the text below.

**Table 1. Project Workers**

Type of Workers	Number of Workers (see note)	Project Component
Direct Workers	8 to support EDL and LRA PMT & the Project Steering Committee	Component 3
Contracted Workers	More than 50 workers.	Components 1 and 2
Primary Supply Workers	Less than 50 workers	Components 1 and 2

Note: More precise numbers are not possible at present, as EDL and LRA have not yet made detailed estimates of the numbers of workers who may be required for each of the components. The estimates will be updated after the sub-projects' designs are finalized and labor requirements known.

### **3.1 Direct Workers:**

As noted above, direct workers are those employed by LRA or EDL to implement the project. As shown in Table 1, EDL and LRA will each establish a Project Management Team (PMT) as their respective implementing entities (see section 5). Each PMT will consist of experienced civil servants appointed by their respective agencies. To support its operations and the activities of the Project Steering Committee (PSC), the PMTs at EDL and LRA will employ Direct Workers, including individual experts, to provide specialized assistance. These include the following:

For EDL :

- A Project Manager, who will coordinate all project activities and will be the World Bank's main counterpart during project implementation.
- A Procurement Specialist, who will ensure that Project procurement complies with the World Bank guidelines on procurement of goods, works and selection of consultants. The specialist will report to the project manager.
- A Financial Management specialist, who will be responsible for setting up and maintaining the financial management system of the project as per government policies and World Bank policies. The specialist will report to the project manager.
- An Environmental and Social Specialist who will ensure that the project is implemented as per the requirements of the Environment and Social Commitment Plan, Stakeholder Engagement Plan, Labor Management Procedures, Environment and Social Management Framework. This person (or persons) will report to the project manager, be the Project



liaison with World Bank E&S specialists, and prepare the E&S reports that are required by the ESCP. report to the project manager.

For LRA: LRA had designated its own staff as key members of the PMT (i.e. a Project Manager, a Procurement Manager, a Finance Manager and an E&S Specialist). Given that the PMT staff have existing responsibilities within LRA, they will be supported by external experts/consultants (i.e. “assistants”) who will be directly contracted by the LRA on a needs-driven basis. These individuals will carry out the necessary project activities under the supervision of the PMT, whose members remain fully accountable for the successful implementation of the project. The assistants could include:

- An assistant to the Project Manager, who will assist the Project Manager to coordinate all project activities and will be the World Bank's main counterpart during project implementation.
- An assistant to the Procurement Specialist, who will ensure that Project procurement complies with the World Bank guidelines on procurement of goods, works and selection of consultants. The specialist will report to the project manager.
- An assistant to the Financial Management specialist, who will be responsible for setting up and maintaining the financial management system of the project as per government policies and World Bank policies. The specialist will report to the project manager.
- An assistant to the Environmental and Social Specialist who will ensure that the project is implemented as per the requirements of the Environment and Social Commitment Plan, Stakeholder Engagement Plan, Labor Management Procedures, Environment and Social Management Framework. This person (or persons) will report to the project manager, be the Project liaison with World Bank E&S specialists, and prepare the E&S reports that are required by the ESCP. report to the project manager.

It is worth noting that ESS2 will not apply to government civil servants, except for the provisions of paragraphs 17 to 20 (Protecting the Work Force) and paragraphs 24 to 30 (Occupational Health and Safety).

### **3.2 Contracted Workers:**

Contracted workers will include those employed by such third parties as construction Contractors and OEs and also some individual consulting contracts, such as the experts on the Dam Safety Panel. It may also include workers employed by contractors to provide technical services or expertise as well as individual consultants who provide support and expertise to the Project.

As with Direct Workers, the recruitment processes used by the employers of contracted workers must adhere to principles of fair treatment, non-discrimination, and equal opportunity for all candidates and project workers.



### **3.3 Primary Supply Workers:**

Among the many suppliers for the Project will be providers of solar PV panels, IT support providers, instrumentation and control suppliers, electrical equipment suppliers, chemical suppliers, heavy machinery suppliers, safety equipment suppliers, construction material suppliers, etc. Most of these will provide supplies only once or occasionally, whereas they must provide supplies on an ongoing basis in order to be considered a *primary* supplier. Thus, companies under contract to maintain equipment over time, or to provide ongoing IT services, would be primary suppliers, while those who provide solar panels or equipment on a one-time or occasional basis would not be primary, unless they provide regular maintenance or replacement equipment. However, provisions on forced child labor in the PV solar panels supply chain will apply to the PV suppliers<sup>2</sup>.

Prior to entering into contracts with suppliers who may be considered primary, the respective PMT (possibly through the respective OE) will require the supplier to confirm it does not employ children, to verify that all workers are under voluntary employment contracts, and to provide details of its occupational health and safety program and its recent performance. As needed, the PMT may need to take additional steps to verify the supplier's claims. Should a supplier actually employ children, employ forced labor, or expose workers to undue risks, the PMT must take steps to ensure that corrections are made or seek replacement supplier.

## **4. OVERVIEW OF NATIONAL LABOR LEGISLATION**

### **4.1 Labor Law**

- ***Employment of children:***

- The 1946 Labor Code prohibits employing children in industrial projects (L.C. art. 23). Furthermore, the age limitation was set to fifteen years old for working in specific works that could be hazardous or harmful to health (detailed in an annex to the Law). It is also forbidden to set to work adolescents under sixteen years of age in jobs of a dangerous nature or which represent a threat to life, health or public morals of the circumstances in which they are carried out.
- Lebanon ratified in 1991 the 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. In line with this and World Bank ESS2, no one under the age of 18 will be employed or engaged in connection with the Project.
- Decree No. 8987 of 2012 (art. 1-8) prohibits the employment of anyone under 16, or under 18 for work that could harm their "health, safety or morals". However, employment in construction is not explicitly prohibited for those between 16 and 18, and many construction jobs would be allowed if the minor is "offered full protection for their physical, mental and moral health" and receive appropriate training (art. 3 and Annex 2).

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<sup>2</sup> These requirements will be included in bidding documents and contracts for primary supplies

- **Terms and Conditions of Employment**

- The 1946 Labor Law and its amendments aim to regulate the work relationships between the employers and the workers.
- Work contracts are regulated by Title I of the Labor Code (LC) of Lebanon. A worker is defined as a person who is at least 13 years old and works with an employer according to an individual or collective agreement (art. 2).
- The Labor Code classifies workers by the type of work they perform: “employees” are salary-earners who perform a desk job or a non-manual job (basically, what are generally called “white-collar” work) while workmen are any wage earner who are not “employees” (art. 3) (so-called “blue-collar” workers).<sup>3</sup> As for daily workers, they are considered part of the ‘employees’ category if they are performing work that is typically assigned to employees, and part of the ‘wage earners’ category if they are performing other types of work.
- Work contracts are written (art. 12). Contracts have to be submitted to the Authority of Common Law (art. 12). Written contracts must be in Arabic, however, may be translated to a foreign language if the employer or worker does not know Arabic (art. 12).
- Every worker is to receive a ‘workbook’ which includes, *inter alia*, the date of their entry and exit in each workplace. If a worker requests, it also has to include their daily, weekly, or monthly wage or salary (LC, art. 14).

- **Earnings and benefits**

- Compensation is calculated based on the amount of work performed or the amount of time the employee has put in or on some other criteria.
- The Council of Ministers, in its meeting of 4 April 2024 set the official minimum monthly wage at the amount of eighteen million liras (equivalent to 200 USD and the official minimum daily wage at the amount of eight hundred and twenty thousand liras (equivalent to 9.20 USD).
- According to the Labor Code, payment can be in kind or in official currency (art. 47).
- Payment must be made at least once a month to salary-earners and twice a month to wage earners (LC, art. 47). For piecework of which the execution lasts more than 15 days, the date of payment may be fixed by mutual agreement, but the worker must receive down payments every 15 days and have received the full pay within two weeks following delivery of the piece of work (LC, art. 47).

- **Leave and Rest**

- In principle, the working week may not exceed 48 hours (LC, art. 31).
- Every worker employed in an establishment for at least one year is entitled to annual leave of 15 days with full pay. The employer may determine the timing of such annual leave based on work requirements (LC, art. 39).

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<sup>3</sup> For consistency and clarity, this LMP refers to “salary-earners” and “wage-earners”, with the two categories collectively considered to be “workers”.

- Every worker is entitled to sick leave in accordance with his period of service. The worker may not be dismissed during sick leave.
- Whenever the duration of work for any worker exceeds six non-stop hours for men and five non-stop hours for women, the employer is required to allow, in the middle of the day, a rest-time which is not to be under one hour (LC, art. 34). A rest-time of unbroken nine hours is to be allowed every twenty-four hours, except in cases where the circumstances of work compel otherwise (LC, art. 34).
- All workers are to be granted a weekly rest, which must not be under thirty-six unbroken hours. The employer is to select the day of this rest or distribute it among wage-earners and salary-earners in sympathy with the requirements of the work.
- Regulations on sickness contracted by a worker because of his or her job or any occupational accident are detailed in the sections on OHS below. The Labor Code grants the worker the right to yearly sick leave for sicknesses and accidents not related to the job, the duration of which is based on the employment duration, with a minimum of half a month on full pay and half a month on half pay (LC, art. 40).

• **Termination of employment**

- The employer and the worker are required to advise the other one month in advance of their intent to terminate the contract if the contract has been in effect less than three years, two months in advance in case more than three years and less than six years have elapsed, three months in advance if the contract has been in place between six and twelve years, and four months in advance if the contract has been in place over twelve years.
- The employer and the worker shall each have a right to terminate at any time the work of unspecified duration concluded between them. An aggrieved party is entitled to claim indemnity.
- A dismissal notice may not be served on an expectant mother, a woman on delivery leave, or any worker on ordinary holiday or on sick leave.

• **Severance Pay**

- The employer is required to provide a written notice of termination at least one month in advance (LC, art. 50.c).
- Severance pay will be equal to one month per year of service, or half a month for those with less than one year of service. Severance is limited to a maximum of ten months for certain groups of wage-earners, such as those employed in some professions (e.g. medicine or law) or by master-craftsmen (LC, art. 54).
- A female worker is also granted severance pay in the event of marriage, provided that she has served the employer with due termination notice, she has been employed with the same employer for over a year, and she provides the employer with a marriage certificate (LC, art. 59; ILO CEACR, 2020a).

• **Labor Disputes**



- Collective and individual labor disputes are regulated in accordance with the Labor Law. All individual labor disputes shall be handled by the courts if mutual agreement cannot be reached by the parties of contract.
- In the case of collective agreements, a special body may be created within the framework of the union to investigate individual disputes prior to going to court. The creation and functioning of this body may be defined by collective agreements.

- **Labor Unions**

- Employers and workers have the right to form a special union with a legal personality and the right for litigation, after obtaining a license from the Ministry of Labor.
- The work of the union is limited to matters that would protect, encourage, raise the level, and defend the interest of the profession as well as advancing it with regards to all economic, industrial and commercial aspects
- Anyone who wants to join the union must be Lebanese, above 18 years old, and not convicted of a felony or heinous crime. Foreigners can join the union if they have a legal authorization to work in the country.

- **Gender and Disability**

- The Labor Code prohibits discrimination between “working men and women” with respect to type of work, amount of wage or salary, employment, promotion, professional qualification, and apparel (LC, art. 26). Recruitment is not expressly covered. The law contains a general prohibition against the employment of women in the industrial sector during the night (ILO CEACR, 2013).<sup>4</sup>
- The principle of equal pay for work of equal value is not expressly provided for in Lebanese law (ILO CEACR, 2020b).
- Men are granted welfare benefits that do not apply to women (LC, art.3 and Social Security Law (SSL), art. 46). For example, article 14 of the SSL guarantees insurance cover for a non-employed wife of a husband who contributes. However, a wife contributing can only provide insurance cover for her husband if he is over 60 or disabled (Oxfam, 2016).
- Act No. 220 (2000) provides that a certain number of jobs in the public sector are allocated to persons with disabilities (Act No. 220 of 2000, art. 73). Quotas are also applicable to private sector employers, depending on their size (Act No. 220 of 2000, art. 74).

- **Sexual Harassment**

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<sup>4</sup> It is not clear if HPPs and/or solar power plants are considered “industrial”. Lebanese legislation, specifically decree 5240/2001 (classification of industrial establishments), does not mention solar plants and renewable energy projects in general.

- Lebanese Law no. 205 was passed in December 2020 and criminalizes sexual harassment. This law targets all types of sexual harassment<sup>5</sup>, in any setting, and especially in the workplace.
- Perpetrators can be sentenced to up to two years in prison and fined up to 20 times the value of the minimum wage
- The punishment increases to between six months and two years in prison and a fine of between 10 and 20 times the minimum wage if there is a “relationship of dependency” or work between the perpetrator and the victim, if the perpetrator uses their position of power over a colleague, or if the harassment occurs at a range of state institutions, universities, schools or on transport services.
- Maximum penalties are reserved for harassment in the workplace, public institutions, or educational facilities.
- **Grievance Mechanism**
  - Lebanese law does not require any sort of grievance mechanism (GM).

## **4.2 Social Security Law**

The Social Security Law (Decree no.13955/1963) contains further provisions relevant to the employer-employee relationship. The law ensures the following main branches of social security (art.7):

- A - Sickness and maternity insurance.
- B - Guaranteeing work emergencies and occupational diseases.
- SSL C - Family and educational compensation system.
- D - End of service compensation system.

The SSL identifies the persons/entities that could benefit from its services, whether Lebanese nationals or foreign workers permitted to work within the Lebanese territory. The criteria for eligibility to the law include the following:

- Lebanese workers, permanent, temporary, apprentices, seasonal, and trainees who work for one or more employers, whether Lebanese or foreign, regardless of the duration, type, nature, form, or validity of the contracts that bind them to their employer, and whatever the form or nature of their earnings or wages, even if this earning or wage is paid in whole or in part in the form of a commission or a share of profits or production, and whether it is paid by the employer or by third parties.
- Foreign workers can benefit from the Social Security Law, provided that they hold a work permit in accordance with applicable laws and regulations.

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<sup>5</sup> Sexual harassment is an activity that is out of the ordinary, such as an unwanted touch with a sexual connotation or sexual or pornographic insinuations of any character or any act or endeavor, even if it is infrequent, that uses any type of psychological, moral, material, or racial pressure with the actual aim of obtaining a benefit of a sexual nature that benefits the perpetrator or others.



### **4.3 Occupational Health and Safety**

Decree 11802, which was adopted in line with International Labor Organization (ILO) conventions, establishes core regulatory provisions for occupational health, safety, and preventive measures applicable to all enterprises governed by the Lebanese Labor Code. The Decree encompasses comprehensive guidelines structured across the following chapters:

- Chapter 1: Prevention and safety
- Chapter 2: Health
- Chapter 3: Safe use of chemicals at work
- Chapter 4: Prevention from the dangers of working with benzene
- Chapter 5: General provisions

The Decree provides general regulations for the prevention of occupational hazards and accidents, and the promotion of health and safety in all industrial establishments as well as construction activities. These regulations cover prevention and safety, occupational health, the safe use of chemicals at work, occupational noise standards, accommodation of workers, hygiene measures to protect workers from pollution by pathological or biological factors and accidents, and the promotion of worker health and safety in all industrial establishments.

The main responsibilities of LRA and EDL under the Decree include:

- Take necessary measures of health protection in the workplace, especially in relation to safety, lighting, ventilation, aeration, drinking water, lavatories, evacuation of dust and smoke, accommodation of workers and hygiene measures to protect workers from pollution by pathological or biological factors.
- Provide workers with the appropriate personal prevention and protection uniforms and gears, ensure their maintenance, and preserve them in good conditions for later use. This equipment is at the expense of the employer.
- Provide sufficient and appropriate information on the risks related to their work. Workers in turn must abide by all guidelines and instructions related to occupational health and safety.
- Implement means to eliminate or reduce noise including eliminating the source, keeping it away from workers, using sound insulation systems and performing hearing exams before recruitment and then regularly.
- Protect areas where workers are at height, including limited them with barriers, and equipping them with the necessary tools that enable workers to secure a foothold or hand support when needed.
- Check on a regular basis, either personally or through specialists, that the machines, tools, and substances used by workers do not entail any risks to the health and safety of those who use them properly.



- Provide at least one kit or locker with necessary first aid products for every 50 workers. The kit or locker must be installed in a conspicuous location and its use restricted to a person in charge of first aid administration.
- Provide sufficient and appropriate sanitary utilities for workers working in the enterprise. The decree provides further details regarding cleanliness, lighting, and sanitary facilities.
- Provide drinking water.
- Entitle workers to stay away from any location at work if they think their health or safety is in danger.
- Record any occupational accident in a special register for that purpose and provide notice to the Ministry of Labor.

## **5. INSTITUTIONAL AND IMPLEMENTATION ARRANGEMENTS**

EDL and the LRA will be responsible for the overall implementation of the Project, including the requirements of this Labor Management Plan. As noted above, EDL and LRA will each establish a Project Management Team (PMT) comprising qualified and experienced technical, financial, procurement and E&S specialists.

The primary responsibilities of the PMTs will include:

- Overseeing labor management by the PMTs themselves and the OEs, and supervising the OEs' oversight of Contractors' labor management.
- Ensuring that the respective OE has reviewed and found that each Contractor's human resource programs and occupational health and safety programs meet the requirements of this LMP, before authorizing the Contractor to mobilize workers to the field.
- Ensuring that the respective OEs have determined that primary suppliers do not employ child or forced labor and expose workers to unsafe working conditions.
- Implementing the GRM for PMT workers, monitoring implementation of the GRM for OE workers, and overseeing the OE's supervision of implementation by Contractors
- Participating in periodic progress meetings at construction sites along with OE and Contractor project managers and E&S specialists.
- Reviewing reports from OEs and Contractors on labor management and occupational health and safety, and preparing reports for the World Bank as required by the ESCP.
- Establishing and implementing a procedure for documenting specific incidents such as project-related occupational injuries, illnesses, and lost time accidents. Maintaining such records will be required from all third parties and primary suppliers. Such records will form an input into the regular review of OHS performance and working conditions.
- Maintaining records of recruitment and employment process of direct workers.

- Monitoring the implementation of the workers' code of conduct for all project workers.
- Monitoring the training of the project workers on OHS, SEA/SH prevention, and any other required training.
- Ensure that dedicated SEA/SH grievance mechanism is established; monitor and report on its implementation.
- Ensure that project workers receive training on SEA/SH prevention and Code of Conduct at the start of the employment and monitor SEA/SH prevention measures implementation during the life of the project.
- Implement disciplinary measures in instances of sexual exploitation, abuse, and sexual harassment, and refer such cases to the concerned authorities in accordance with applicable laws and procedures.
- In instances of medium, severe, fatal, and mass accidents, inform the law enforcement bodies and Labor Inspectorate.

The primary responsibilities of the OEs will include:

- Reviewing and approving Contractors' labor management and occupational health and safety programs.
- Monitoring and supervising Contractor implementation of their respective labor management and occupational health and safety programs and enforcing compliance with the LMP. This will include using remedies allowed under the relevant Contracts in cases of noncompliance.
- Implementing the worker GRM for its own workers and monitoring implementation of the GRM by Contractors, including sensitive SEA/SH grievances.
- Participating in periodic progress meetings at construction sites along with PMT and Contractor project managers and labor/OHS specialists.
- Reviewing Contractors' reports on labor and OHS and preparing summary reports for submission to the PMT.
- Ensure that the requirements of the LMP and ESS2 are reflected in the bidding documents and contractual arrangements of contractors.
- Establish and implement a procedure for documenting specific incidents such as project-related occupational injuries, illnesses, and lost time accidents. Maintains such records and requires all third parties and primary suppliers to maintain them. Such records will form an input into the regular review of OHS performance and working conditions.

- In instances of medium, severe, fatal and mass accidents, report to the law enforcement bodies, Social Security Directorate and Labor Inspectorate as governed by national regulations.
- Monitor that the contractors are meeting obligations towards contracted and sub-contracted workers as included in the [General Conditions of Contract the World Bank Standard Bidding Documents or National Bidding Documents], and in line with ESS2 and national labor code.
- Monitor employment process of contracted workers to ensure it is carried out in accordance with this labor management procedure and national labor law.
- Monitor that OHS standards are met at work places in line with national occupational health and safety legislation, ESS2 and OHS Plan.
- Monitor training of the project workers on OHS, SEA/SH prevention, and any other required training.
- Monitor implementation of the workers Code of Conduct.
- Ensure that dedicated SEA/SH grievance mechanism is established, monitor and report on its implementation.
- Ensure that primary suppliers do not engage child and forced labor and there are no serious OHS issues.

Each Contractor will be responsible for:

- Employing or appointing qualified environmental, social, occupational health and safety specialist(s) to manage environmental, social and OHS issues, including labor
- Preparing human resources and OHS programs that meet the requirements of this LMP
- Implementing the provisions of this LMP through implementation of their own approved human resources and OHS programs
- Implementing the GRM for their workers, including SEA/SH sensitive grievance mechanism.
- Supervising subcontractor labor management and OHS performance and enforcing compliance with applicable requirements.
- Maintain records of recruitment and employment process of contracted workers.
- Communicate clearly job description and employment conditions to contracted workers. and provide them with one copy of the employment contract
- Have a system for regular review and reporting on labor, and occupational safety and health performance.

- Deliver regular work induction training including but not limited to OHS, HSE, social induction, SEA/SH prevention training to employees.
- Ensure that all contractor and sub-contractor workers understand and sign the Code of Conduct prior to the commencement of works.
- Establish and implement a procedure for documenting specific incidents such as project-related occupational injuries, illnesses, and lost time accidents. Maintain such records and require all third parties and primary suppliers to maintain them. Such records will form an input into the regular review of OHS performance and working conditions.
- In instances of medium, severe, fatal and mass accidents, report to the law enforcement bodies, Social Security Corporation and Labor Inspectorate as per national regulations.
- Recording and investigating OHS incidents, preparing reports on root causes, and implementing measures to avoid recurrence
- Preparing progress reports on labor and OHS performance for submission to the PMT.
- Participating in periodic progress meetings at construction sites along with PMT and OE project managers and labor/OHS specialists.

## **6. POLICIES AND PROCEDURES FOR THE PROJECT**

The potential risks summarized in section 2 will be avoided, mitigated, or otherwise reduced to acceptable levels through the application of the policies and procedures described in this section.

### **6.1 Labor Management**

All Direct Workers will be provided with clear and understandable terms and conditions of employment in writing, consistent with national law and with paragraphs 9-30 of ESS2. This will include their rights under national law, hours of work, wages, compensation and benefits, and overtime. Where necessary, the Project will ensure that working conditions and terms of employment are orally communicated and explained.

As required by the law, they will also receive written notice in advance of termination, along with details of severance payments, if any. In keeping with national requirements, direct workers must be selected and treated based on their qualifications and performance, not on unrelated personal characteristics.

Employment contracts for Contracted workers, including construction workers and consultants, will be provided with clear and understandable terms and conditions of employment. in writing, consistent with national law and with paragraphs 9-30 of ESS2. As described in section 10 below, workers will be presented with details of grievance procedures, including the different channels they can resort to and the processes for escalation where necessary.

Civil servants will remain subject to Lebanese Civil Servants Law.



**Recruitment and Employment:** Recruitment procedures will be transparent, public, and non-discriminatory with respect to ethnicity, religion, sexual orientation, disability, gender, and other grounds included in the Labor Law, other relevant laws, and World Bank ESS2 standard. The contractor will consider the following:

- Employment opportunities to the local communities and groups via the most appropriate channels and develop job adverts in the corresponding language and clear and inclusive wording.
- Applications for employment will be considered in accordance with the 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 clearly explained to them in appropriate language. Workers will sign the employment contract. Terms and conditions of employment will be available at work sites.
- The contracted workers will not pay any hiring fees. If any hiring fees are to be incurred, these will be paid by the Employer (Contractor').

Depending on the employer's and employee's origin the contracts will be developed in corresponding language, understandable for both parties.

- In addition to written documentation, an oral explanation of conditions and terms of employment will be provided to workers who may have difficulties with understanding the documentation.
- While communication language related problems are not expected, attention should be given to ensuring coordination between different contractors and means to address any language differences.
- Foreign project workers will require work permits, which allow them to work legally in Lebanon.
- All contractor (and subcontractor personnel must be of the age of 18 years or older.
- An equal pay for equal work is required. Men and women will be paid equally for their work.

## **6.2 Occupational Health & Safety**

It is important to note that construction activities shall commence only after formal clearance is obtained from the Lebanese Army confirming that the work area is free of ERW.





The objective of the procedure is to achieve and maintain a healthy and safe work environment for all Project workers (whether employees or wage earners) and the host community. To accomplish this, each Contractor will develop and implement an OHS Management Plan that

- Identifies potential hazards to workers
- Defines the measures that will be taken to prevent injuries and illnesses
- Provides for training workers and maintaining records
- Provides for documenting, reporting, and investigating incidents that could or did injury or kill workers
- Describes potential emergencies that could occur and measures that will be taken to prevent them and to respond to them if they occur
- Identifies personal protective equipment that will be required to be used in various work situations and that will be provided to workers at no charge.

On behalf of the PMTs, the OEs will review and approve the OHS Management Plans prior to Contractor mobilization to the site and will supervise the Contractors' implementations throughout contract performance. Where necessary, the OEs will enforce the provisions of the contracts by applying such remedies as are provided by the contracts.

- The project will require all contractors to provide adequate drinking water, rest areas and sanitation facilities for both men and women.
- The project will establish the following procedures:
  - To enable workers to report on OHS work situations they consider unsafe or unhealthy
  - To explicitly protect a worker withdrawing from work from retaliation.
  - The contractors will not dismiss an employee from their job or place them in a less advantageous position than other employees if such employees exercise the rights of reporting or leaving the workplace during the threat of danger.
  - To provide that remedial action needs to be taken to correct the situation before the worker can be required to return.

The EDL and LRA will inform the Bank within 48 hours about any incident or accident related to the project which has or is likely to have a significant adverse effect on the environment, the affected communities, the public or workers (labor, health and safety, or security incident, accident, or circumstance), but no later than three calendar days after the occurrence of the event. Such events can include strikes or other labor protests, serious worker injuries or fatalities, project-caused injuries to community members or property damage. The EDL and LRA will prepare a report on the event and the corrective action and submit it to the Bank within 30 calendar days of the event.



### **6.3 Sexual Exploitation and Abuse and Gender-based Violence**

Sexual exploitation is 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 (UN Glossary on Sexual Exploitation and Abuse 2017, pg. 6). Sexual abuse is actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions (UN Glossary on Sexual Exploitation and Abuse 2017, pg. 5). Sexual harassment is any unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature. Project workers are prohibited from committing any acts of SEA/SH. Project workers are required to sign a Code of Conduct at the start of employment. Project workers will receive a training on the Code of Conduct and prevention of SEA/SH.

All workers will be subject to a Code of Conduct (CoC) consistent with the example included in Annex 1. The CoC must include provisions on SEA/SH and GBV. Induction training and refresher training for all workers will include descriptions of the requirements of the CoC and the importance of adhering to it, including the possibility of termination of employment for violations.

The project adopts a zero-tolerance harassment policy for all project workers.

All Project workers are entitled to fair treatment and protection from harassment, sexual harassment and abuse at work. The CoC will be available in Arabic and English and will be signed by each worker to indicate that they have:

- Received a copy of the CoC;
- Been trained on the CoC as part of induction process and had the CoC explained to them;
- Acknowledged that adherence to this CoC is a mandatory condition of employment; and
- Understood and acknowledged that violations of the CoC can result in serious consequences, up to and including dismissal, or referral to legal authorities.

Copies of signed CoC documents will be retained by the respective employers. The CoC form will also be displayed on notice boards at worker accommodation facilities, on site and within contractors' site offices.

Contractors will specifically address the risks of SEA/SH through:

- Mandatory induction and periodic refresher training on CoC principles, SEA/SH topics/policies and the grievance procedure for reporting SEA/SH issues;
- Implementing a separate grievance procedure, with confidential and anonymous reporting systems, to handle sensitive/ SEA/SH grievances; and
- Integrating gender-responsive measures across the Project site, including adequate lighting around the roads and worker camps, well-lit lockable wash and toilet facilities, safe

commuting transportation to and from work shifts, and menstrual hygiene management facilities.

A SEA/SH referral mechanism will be developed as part of the overall SEA/SH grievance mechanism. The referral mechanism will serve to refer SEA/SH survivors to appropriate services (medical, psychological, judicial, safety, etc.), as required.

### **Forced Labor**

Under no circumstances will EDL and LRA, contractors and subcontractors, and suppliers engage forced labor. Forced labor includes bonded labor (working against an impossible debt), excessive limitations of freedom of movement, excessive notice periods, retaining the worker's identity or other government-issued documents, imposition of recruitment or employment fees payable 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.

## **6.4 Grievance Management**

An efficient grievance management (GM, ) system will be made available for all Project workers. The GM to be implemented by EDL, LRA, and the PMTs is described in section 12 below. The OEs and Contractors will adopt this GM or develop their own GMs that are consistent with this GM—the PMTs will approve OEs' GMs and the OEs will approve Contractors'. The relevant GM will be available to all Project workers, including civil servants, direct, and contracted workers. Initial induction training as well as refresher training will present details of grievance procedures, including referral pathways in the event of SEA/SH related complaints.

Channels by which workers may submit grievances will include the following. These channels will be open to all workers, and the OEs and Contractors will also have their own, with workers to be informed.

- Comment/complaint boxes placed at the main construction sites and in major offices.
- e-mails directed to EDL ([Lresr-grm@edl.gov.lb](mailto:Lresr-grm@edl.gov.lb)) and/or LRA ([nassimgeorges@gmail.com](mailto:nassimgeorges@gmail.com)),
- Telephone (EDL 961-1-442720, LRA: +961 1 662112/3).
- EDL and/or LRA websites ([www.edl.gov.lb](http://www.edl.gov.lb) and <https://www.litani.gov.lb> respectively).
- Regular post to EDL and/or LRA addresses:
  - EDL: Al Nahr street, Beirut
  - LRA: Bechara El Khoury, Beirut

## **6.5 Age of Employment**

No one under the age of 18 will be employed or engaged in work that is partly or entirely financed by the Project. (Note this is more strict than Lebanese law, which would allow such employment if certain conditions were met.)

EDL, LRA, PMTs, Contractors, and Consultancies (including the OEs) will verify the identity and age of their employees. Each employer will require workers to provide official documentation, which could include a national identification card, passport, or a government-issued medical or school record. The OE will conduct spot-checks of Contractor workers, and Contractors will do the same for their subcontractors. Employers may not retain the official documents used to verify age but must copy and return them to the workers immediately.

If a person under the minimum age is discovered working on the Project, measures will be taken to immediately terminate the employment or engagement in a responsible manner, taking into consideration the best interest of the child (but not continuing their employment or engagement), and the PMT and/or OE will investigate and determine how the employment of a minor occurred and ensure that steps are taken to prevent any recurrence.

In order to prevent engagement of under-aged labor, all construction and consulting contracts will include these minimum age requirements as well as penalties for non-compliance, and it will be well communicated to all potential stakeholders, including the local communities where unskilled workers will be sourced. OEs and Contractors will be required to maintain a registry of employed persons with age information. Verification of the age shall be undertaken prior to the engagement of skilled workers and will be documented.

## **6.6 Terms and Conditions of Employment for Project Workers**

Workers will be clearly informed of their terms and conditions of employment, whether through a written or oral contract.

### ***Working hours***

The project will commit to the provisions of the Labor Law and accordingly require that the maximum working hours not exceed 8 hours per day or 48 hours per week unless overtime is authorized and paid in accordance with Lebanese law.

Working hours must include one or more rest periods of minimum 30 minutes and maximum 1 hour. Workers are entitled to a rest period of minimum 11 consecutive hours between two working days.

### ***Wages***

As previously noted, all workers will be provided with clear and comprehensible terms and conditions of employment in their contracts, including details of the compensation they are entitled to receive. OEs will conduct spot-checks to verify that workers are paid in accordance with the terms outlined in their contracts. This process will include the signing of payment receipts by the workers to confirm receipt of wages.



### ***Leave***

Salary earners will have the right to take paid leave regardless of his/her position (profession), or the effective period of their employment contract. The duration will be fixed in the contracts and may vary depending on the type of workers, causes and reasons.

### ***Equal Opportunities and Non-Discrimination***

As specified in the Labor Law, employment of Project workers will be based on the principles of non-discrimination, equal opportunity, and fair treatment. This will apply to all 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 employed to undertake specific tasks, accessibility will be ensured in terms of provision of wheelchair ramps or elevators, or other alternatives. Again, these requirements will be in construction and consulting contracts.

Men and women will be given equal opportunities relating to all recruitment opportunities under the project, consistent with national law and ESS2.

### ***Provisions on Termination***

As noted, and as required by the law, Project workers not on fixed-term contracts 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 employment. Where payments are to be made for the benefit of Project workers but not directly to the workers, the workers will be provided with evidence of such payments.

### ***Injuries and Death***

It is the contractor's responsibility that all workers, including temporary and daily contracted laborers (which would be considered wage earners), are appropriately insured against injuries and death. In Project work results in a serious injury or fatality, the employer (and the OE, if a Contractor worker is involved) must notify the respective PMT immediately, and the PMT must notify the World Bank within 24 hours of learning of the incident and follow up as required by the World Bank. The Contractor must also inform the Ministry of Labor in writing within 24 hours in accordance with national legislation.

Following the immediate notification, PMT will work with EDL or LRA, as the case may be, to appoint a team, including representatives of EDL/LRA, the OE, and the Contractor to conduct an investigation as to the root cause(s) of the incident or accident. The purpose is not to lay blame but to identify actions that will be taken to avoid any recurrence. It is important to note that this investigation is separate from any official investigation that may be conducted by the authorities, since the Project's investigation would be for the purpose of improving Project performance and the official investigation would be related to legal compliance.



## **7. GRIEVANCE MECHANISM**

An easily accessible GM will be provided for all Project Workers (whether employees or wage earners) to raise concerns related to recruitment, labor management, working conditions, or other issues of concern. The GM must allow for anonymous grievances and must prevent managers or others from retaliating against any worker who submits a grievance. As noted previously, all workers will be informed of the GM at the time of appointment and during induction and refresher training.

Each organization will assign a qualified person (typically a person involved with human resources management) to implement that organization's GM. The PMTs will oversee each OE's implementation of its GRM, and the OEs will supervise the Contractors' implementation of their GRMs. Each organization will maintain a grievance register into which all grievances will be recorded. The register will include, at a minimum:

- Date
- Complainant and contact information (if not anonymous or involving sensitive matters such as SEA/SH/GRM)
- Nature of the grievance, including the general subject and details as needed (again, if not sensitive)
- The person who initially received the grievance, the person who recorded it in the register, and the person assigned responsibility for investigating and proposing a resolution
- Date and person who communicated with the aggrieved party to acknowledge receipt and provide an overview of the resolution process
- The proposed resolution, including how it will be implemented and by whom, and who has approved it
- How and when the resolution is communicated to the worker and whether the worker accepts the resolution or intends to pursue a remedy through legal avenues.

The workplace GM will be designed to be easily understandable, clear and transparent, and to provide timely feedback to the aggrieved party. The policy of confidentiality and non-retribution will be reinforced, along with the ability to raise anonymous grievances. The GRM will not impede access to other judicial or administrative remedies that may be available under the law or through existing arbitration procedures, or substitute for grievance submission and management provided through collective agreements.

The system will specify measures for addressing sensitive issues, such as SEA/SH and/or GRM. This will involve both the option of confidentiality, which is open to all aggrieved parties, and also restriction of information recorded in the register, including protection of the individual's identity. Under most circumstances, the person assigned to resolve such grievances need to be female and trained in dealing with such issues. In these cases, the person originally receiving the grievance will



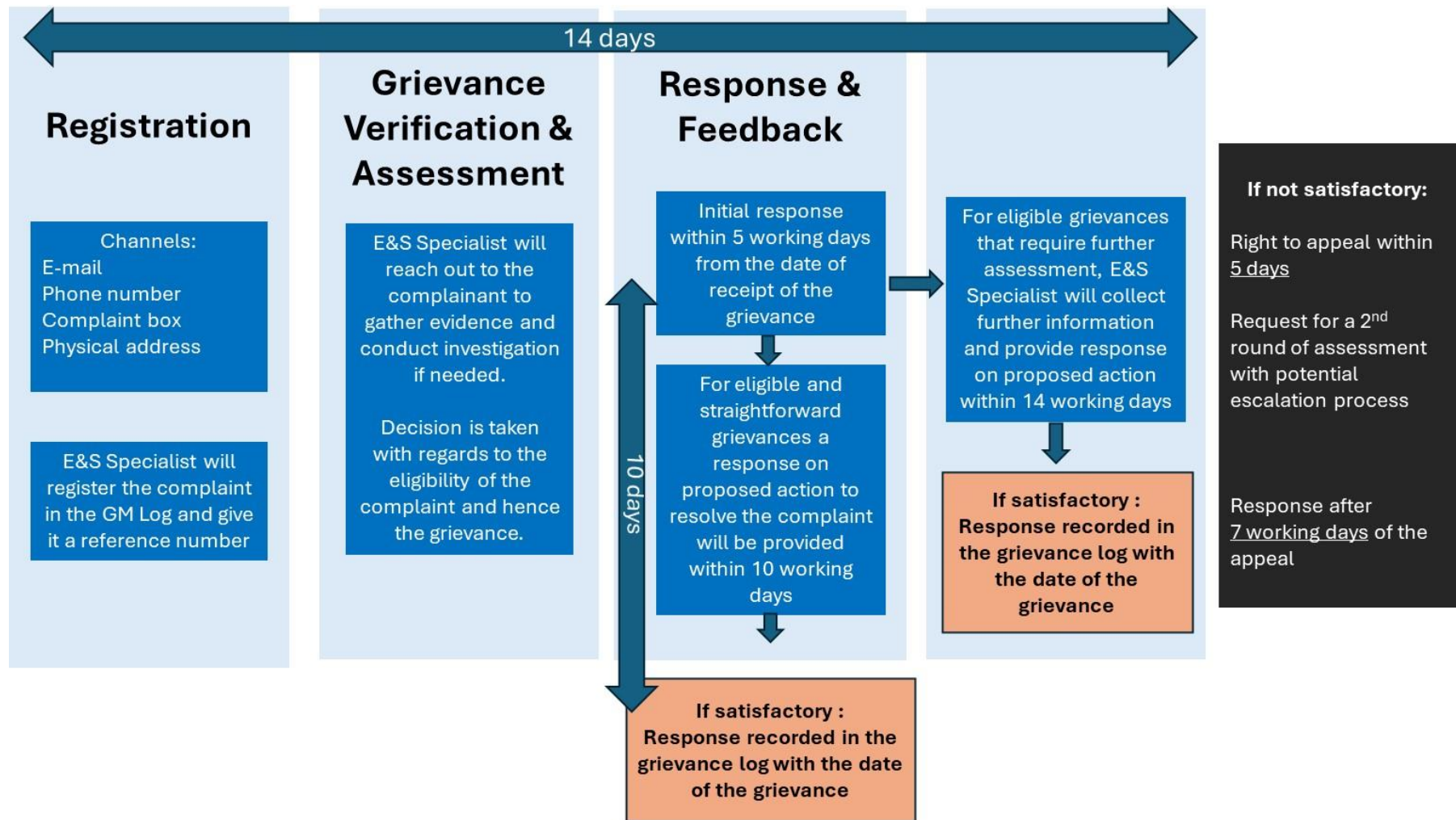
record only the nature of the complaint and information on the person to whom the grievance was assigned for resolution, not the identity of the aggrieved party or the details of the complaint.

Figure 2 illustrates the process for the workers grievance mechanism.

Workers will be encouraged to discuss their grievances and complaints informally with their direct managers but will always have the option of submitting a formal grievance. If the direct manager is related to the subject of the complaint, the employee would generally need to submit a formal grievance. Also, a worker may submit a grievance to his not only to her or his own employer but may also proceed to a higher-level organization (for example, a Contractor employee may submit a grievance to the PMT, LRA, or EDL GRM).

Formal grievances will be handled systematically, as described below.

- *Receipt, Acknowledgment and Registration*
  - The E&S specialist will complete the register with information provided by the worker and will submit the grievance through one of the dedicated channels.
  - Workers will be requested, but not required, to use a grievance template--EDL's template is in Annex 2, LRA's in Annex 3. The appropriate template will be shared with all workers in various forms (hard/soft copies, available to download from the website), and they may use the template at their discretion or select another channel.
  - If the worker wishes to submit the grievance in person, via telephone or text message, or in any form other than the recommended template, an E&S Specialist will complete the template form on their behalf (and it may be anonymous).
  - If the worker requests anonymity, they may provide contact details or some other means to receive updates on the status of their grievance--this is not necessary for the grievance to be logged and addressed, including for sensitive grievances.
  - aggrieved person on the template form or some other way. The specialist will assign each grievance a unique reference number and record the date and time on which the complaint was lodged and logged.
  - If the grievance is not anonymous, the worker will be provided with an acknowledgement of receipt within three working days by the person who is responsible for resolution. In addition, the worker will be informed about the next steps in the procedure, the target timeframe, and the responsible person's contact details.
- *Grievance Verification and Assessment*
  - If not anonymous, the grievance will be discussed with the worker and information will be sought in order to verify and assess its accuracy and credibility. As needed, the investigation may involve field inspections and interviews in order to gather information.



**Figure 2. Worker's Grievance Mechanism Process**

- The E&S specialist (with advice of the person responsible for resolution if not the specialist) will make a decision with regards to the eligibility of the grievance or whether it should be escalated.
- In the event that a worker experiences serious mistreatment such as harassment, intimidation, abuse, violence, discrimination or injustice at the workplace, or faces an incident onsite, they may not wish to submit the grievance to her or his employer. As noted above, the worker may raise the case directly to an OE, to the PMT, or even to EDL or LRA (or to the legal system).
- All complaints received will be filed and kept confidential. For statistical purposes, cases will be anonymized and bundled to avoid identification of persons involved.
- *Responding with a Proposed Resolution*
  - As an initial response, the complainant will be informed of the eligibility results as well as any steps that are being taken, or planned to be taken, to address the concerns. As noted, this initial acknowledgement will in all cases be communicated within three working days and will be documented in the register.
  - For eligible and straightforward grievances that require little or no investigation and where actions can resolve the complaint, the E&S Specialist will provide a response and seek agreement with the complainant, within a maximum of 10 working days from the initial date of receipt of the grievance,
  - For eligible grievances that require further assessment, the E&S Specialist 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 complete any further investigation and provide a proposed response, wherever possible within 14 days from the initial date of receipt of the grievance.
  - In all these 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 that are available, which would include proceeding with implementation of the resolution, proceeding to a second round of assessment, or seeking other organizational, judicial or non- judicial resolution.
  - In case the grievance feedback is satisfactory to the worker, the response will be implemented and recorded in the grievance log with the date of grievance resolution and acknowledgement by the worker.
  - All steps will be logged in the register, including all communications with the worker, the proposed resolution, the acceptance or refusal, and in the case of acceptance the initiation and completion of implementation, the final communication with the worker, and the closure. If the person does not accept the resolution, they are able to appeal.

- *The Opportunity to Appeal*

- If the proposed resolution is not accepted, the complainant has the right to appeal within five working days (. The worker 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.
- When this second tier is initiated, the assigned person will work with E&S managers or other higher-level manager to carry out additional investigation and/or identify and propose alternative options in an effort to meet the concerns of the complainant.
- The assigned person and E&S Specialist may escalate the complaint to the Project Manager if needed or even invite the services of an independent party (such as a non-governmental organization, civil society group or independent consultant) and ask them to provide one, or more, representatives to help mediate the case—in such cases, the third party must be accepted by the worker. At any time during the grievance resolution process, a worker can seek independent legal advice or involve a court of law.
- Wherever possible, an alternative resolution should be proposed within seven working days from the date of the appeal—if a longer time is needed, this will be discussed with the grievant.
- Any second-tier response should also include a clear explanation of the proposed response, including all alternative options, and the choices that may be available.
- As before, each step in the appeal process, including the resolution or further appeal, will be recorded in the register.

- *Follow-up and Conclusion*

- Once a resolution of the complaint has been agreed, the final step will be the implementation of the agreed resolution, monitoring of the results, and the acceptance of the worker of the resolution, which will be documented in the register.
- If there is no agreement, this will also be recorded in the register, with an indication of whether the grievant intends to pursue further remedies.
- Where needed, the E&S specialist will prepare a “lessons learned” report that outlines actions that may be taken to avoid similar grievances in the future. As appropriate and not protected by confidentiality, any such lessons learned will be disseminated to E&S specialists of other organizations (including PMT, OEs, Contractors) as well as to managers, supervisors, and workers through toolbox talks, notice signs, meetings and other activities.

- *GBV and SEA/SH cases*

- Cases that involve gender-based violence or sexual exploitation, abuse, or harassment present a risk of stigmatization, exacerbation of the mental/psychological harm to victims, or even more risk of reprisal. Thus, the GRM will have a different approach to such cases and other cases that are considered particularly sensitive.

- Where such a case is reported, as needed and with the consent of the worker, the case will immediately be referred to an appropriate service provider, such as medical or psychological support, emergency accommodation, and any other necessary services for the worker to get appropriate attention and, if needed, treatment.
- If the complaining worker wishes, the case may be referred to law enforcement and even legal services.
- As noted, the register will not include detailed information on such cases. Data on GBV cases will be handled confidentially, also as noted above, and will follow a survivors' centered approach. Sensitive grievances, such as those relating to SEA/SH, will be recorded in a separate grievance logbook that will only be accessible to the Sensitive Grievances Manager through restrictive access measures such as password protection.
- These cases will be reported to PMT immediately, and PMT will report them to the World Bank within 48 hours of becoming aware of the alleged incident.
- *Reporting*
  - Each Contractor will include a summary of each month's grievances and their resolutions in their progress reports to the relevant OE, with the numbers of cumulative and monthly grievances, resolutions (from past months and the present month), and the number of unresolved grievances. For all grievances that have remained unresolved for more than 30 days, progress reports will provide details of the grievance, which has not been resolved, and steps being taken to reach a satisfactory resolution.
  - Contractors' reports will be compiled in the OE's report to LRA's and EDL's PMT, and the PMTs' reports to the World Bank.

## **8. CONTRACTOR MANAGEMENT**

Following World Bank procedures, Contractors will be selected based on their technical qualifications and financial offers. Contracts will be based on the World Bank's Standard Procurement Documents and will include required E&S requirements, including requirements for labor management and for OHS.

As part of the process to select, contractors who will engage contracted workers, the EDL, LRA and OE's may review the following information:

- Information in public records, for example, corporate registers and public documents relating to violations of applicable labor law, including reports from labor inspectorates and other enforcement bodies;
- Business licenses, registrations, permits, and approvals;
- Documents relating to a labor management system, including OHS issues, for example, labor management procedures;
- Identification of labor management, safety, and health personnel, their qualifications, and certifications;



- Workers' certifications/permits/training to perform required work;
- Records of safety and health violations, and responses;
- Accident and fatality records and notifications to authorities;
- Records of legally required worker benefits and proof of workers' enrollment in the related programs;
- Worker payroll records, including hours worked and pay received;
- Identification of safety committee members and records of meetings; and
- Copies of previous contracts with contractors and suppliers, showing inclusion of provisions and terms reflecting ESS2.

## **9. PRIMARY SUPPLY WORKERS**

Primary suppliers are those suppliers who, on an ongoing basis, provide directly to the project goods or materials that are essential for the core functions of the project ("core" functions of a project are those processes essential for a specific project activity without which the project cannot continue). Most primary suppliers are expected to be national firms employing both Lebanese and foreign workers. Some may be foreign companies, such as suppliers of solar PV panels and of maintenance services.

In instances where primary suppliers are local, the party that contracts with the supplier (whether a contractor, EDL, or LRA) shall be required to carry out due diligence procedures to identify if there are significant risks that the suppliers are exploiting child or forced labor or exposing workers to serious safety issues. In instances where primary suppliers are foreign companies, the contracting party will have to inquire during the procurement process whether the supplier has been accused or sanctioned for any of these issues and also as to their corporate requirements related to child labor, forced labor, and safety. If there are any risks related to child and forced labor, and safety identified, the PMT will seek other suppliers and/or prepare procedures to address these risks.

The EDL and LRA Procurement Departments are responsible for managing risks associated with the project's primary suppliers, which include, but are not limited to, suppliers of solar PV panels, IT support services, instrumentation and control systems, electrical equipment, chemicals, heavy machinery, safety equipment, and construction material.

All primary suppliers will be required to sign a Statement of Compliance (see Annex 5) in line with World Bank procurement requirements.

The selection process of any future primary suppliers will ensure that they are reputable companies with no evidence of child or forced labor, or of deficient OHS performance. They will be required to provide evidence of their procedures in place to assess and manage OHS related risks.





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All primary suppliers will be required to sign a statement of compliance to confirm that they adhere to national legislation for labor management and OHS, including the prohibition of child and forced labor.

EDL and LRA will require annual certifications by primary suppliers that they continue to comply with Lebanese law and contractual requirements and that they do not employ child or forced labor, and also to provide a summary of their OHS performance for the year, including numbers of workers, fatalities, disabling injuries, and lost-time injuries. The EDL and LRA may conduct audits of primary suppliers at any time, including if a supplier reports one or more fatalities.

If the EDL and LRA determines that a primary supplier employs child or forced labor or if OHS performance is deemed deficient, they will work with the supplier to bring them into compliance or, if necessary, will identify alternative suppliers with acceptable labor practices.

Reporting on a monthly basis will identify current primary suppliers and state whether the suppliers are in compliance with applicable standards. The report will also describe what actions, if any, were taken to improve a supplier's performance or to replace a supplier. Information on suppliers will be included in each month's report to the Implementing Agency.



## **ANNEX 1. SAMPLE CODE OF CONDUCT**

The following template/sample can be used as reference to prepare the Project's Code of Conduct that must be available in both English and Arabic versions. If this template is not used by any organization, the alternative must be consistent with it—alternative Codes adopted by a Contractor must be approved by their OE, and alternative OE Codes must be approved by the PMT.

### **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.
3. Create an understanding that the breach of this code of conduct will result in disciplinary action.

### **2. Definitions**

- **Sexual Exploitation and Abuse (SEA)**<sup>6</sup>: 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.
- **Sexual Abuse**: The actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
- **Sexual Harassment**<sup>7</sup>: Unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of sexual nature.
- **Sexual Harassment versus SEA**<sup>8</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 training 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.

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6 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.

7 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

8 Ibid



Under this Code of Conduct<sup>9</sup> consent cannot be given by anyone under the age of 18, regardless of the age of majority (age of puberty) 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.
- Offering the person, a promise 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 (SH) which constitute gross misconduct, is ground for termination or other consequences related to employment and employment status.

### **3. 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 Lebanese 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 under 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.
- Recognizing that a child is unable to give consent and a child is anyone under the age of 18, I will not have any sexual interactions with any child. This includes relationships involving the withholding or promise of actual provision of benefit (monetary or non-monetary) to

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<sup>9</sup> In accordance with the United Nations Convention on the Rights of the Child.

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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.

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.*

Name:	
Title:	
Signature:	
Date:	



## ANNEX 2. EDL GRIEVANCE FORM

<b>Électricité du Liban Grievance Form</b>				
Grievance reference number:				
Contact details (may be submitted anonymously)	Name(s):			
	Address:			
	Telephone:			
	Email:			
How would you prefer to be contacted (check one)	By mail/post: <input type="checkbox"/>	By phone: <input type="checkbox"/>	By email <input type="checkbox"/>	No contact <input type="checkbox"/>
Preferred language	<input type="checkbox"/> Arabic	<input type="checkbox"/> French	<input type="checkbox"/> English	
Provide details of your grievance. Please describe the problem, what happened, who it happened to, when and where it happened, how many times, etc. Describe in as much detail as possible.				
What is your suggested resolution for the grievance, if you have one? Is there something you would like EDL or another party/person to do to solve the problem?				
How have you submitted this form to the project?	Website <input type="checkbox"/>	email <input type="checkbox"/>	By hand <input type="checkbox"/>	
	In person <input type="checkbox"/>	By telephone <input type="checkbox"/>	Other (specify) <input type="checkbox"/>	
Who filled out this form (If not the person named above)?	Name and contact details:			
Signature				
Name of person assigned/ responsibility				
Resolved?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Date:	
<b>Completion</b>				
Final resolution (briefly describe)				
	Short description	Accepted? (Y/N)	Acknowledgement signature	
1 <sup>st</sup> proposed solution				
2 <sup>nd</sup> proposed solution				
3 <sup>rd</sup> proposed solution				



### ANNEX 3. LRA GRIEVANCE FORM

<b>Litani River Authority Grievance Form</b>				
Grievance reference number:				
Contact details (may be submitted anonymously)	Name(s):			
	Address:			
	Telephone:			
	Email:			
How would you prefer to be contacted (check one)	By mail/post: <input type="checkbox"/>	By phone: <input type="checkbox"/>	By email <input type="checkbox"/>	No contact <input type="checkbox"/>
Preferred language	<input type="checkbox"/> Arabic	<input type="checkbox"/> French	<input type="checkbox"/> English	
Provide details of your grievance. Please describe the problem, what happened, who it happened to, when and where it happened, how many times, etc. Describe in as much detail as possible.				
What is your suggested resolution for the grievance, if you have one? Is there something you would like LRA or another party/person to do to solve the problem?				
How have you submitted this form to the project?	Website <input type="checkbox"/>	email <input type="checkbox"/>	By hand <input type="checkbox"/>	
	In person <input type="checkbox"/>	By telephone <input type="checkbox"/>	Other (specify) <input type="checkbox"/>	
Who filled out this form (If not the person named above)?	Name and contact details:			
Signature				
Name of person assigned/ responsibility				
Resolved?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Date:	
<b>Completion</b>				
Final resolution (briefly describe)				
	Short description	Accepted? (Y/N)	Acknowledgement signature	
1 <sup>st</sup> proposed solution				
2 <sup>nd</sup> proposed solution				
3 <sup>rd</sup> proposed solution				





## **ANNEX 4. Example Format for Report on Compliance with Conditions of Work with ESS2 for Third Parties Engaging Contracted Workers<sup>10</sup>**

Assignment name:
Contract ref. No:
Contract period: Start date (M/D/Y):                      End date (M/D/Y):
Contractor/Service Supplier:
Reported period:
Date of report:
Signature of authorized person:

### **LABOR AND WORKING CONDITIONS COMPLIANCE REPORT**

#### **Company Employees<sup>11</sup> Statistics**

Total number of employee's gender disaggregated<sup>12</sup>: M \_\_\_\_ F \_\_\_\_

Number of employees with an employment contract out of total number of employees:

Number of employees without an employment contract out of total number of employees:

Number of employees with access to social security, pension and health insurance out of total number of employees:

Number of employees who receive wages/salaries at least once a month out of total number of employees:

Number of employees who left the company in the reported period out of total number of employees:

Number of employees hired in the reported period:

Number of hours worked per employee (monthly average):

Total overtime (monthly average per employee):

#### **Health and Safety**

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<sup>10</sup> This is an example of the way in which information could be presented in a monthly report.

<sup>11</sup> The employee is any natural person employed or engaged to work or perform service for the employer

<sup>12</sup> The number of employees refers to the actual number/headcount on the date of the report.



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Number of injuries at work (in reporting period and cumulative since contract start) out of total number of employees:

Number of fatalities at work (in reporting period and cumulative) out of total nr. of employees:

Number of reported violence out of total nr. of employees:

Number of reported harassment/ abuses out of total nr. of employees:

**Grievance Mechanism**

Availability of an accessible and functioning employee grievance mechanism (GM) (Y/N):

Number of grievances raised with the GM (in reporting period and cumulative since contract start):

Number of grievances resolved by GM (in reporting period and cumulative since contract start):

Number of open grievances past 30 days:

**Legal Cases**

Number of suits filed with regard to labor, employment and OHS issues:

Number of disputes brought to peaceful settlement/ voluntary arbitration procedure:

**Monitoring**

Number of visits by labor/ OHS inspection:

**Working and Labor Conditions Screening Check List**

	Terms and conditions	Yes / No	Notes
1	All Project workers have an employment contract or engagement agreement in writing	Yes <input type="checkbox"/> No <input type="checkbox"/>	If "No" please specify and explain
2	All Project workers are paid at least once a month	Yes <input type="checkbox"/> No <input type="checkbox"/>	If "No" please specify and explain
3	All non-shift Project workers worked 8 hours a day, 40 hours a week  All shift Project workers worked 12 hours a day for 15	Yes <input type="checkbox"/>	If "No" please explain and specify the hours worked



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	Terms and conditions	Yes / No	Notes
	consecutive days, followed by 15 days off	No <input type="checkbox"/>	
4	All Project workers had a regular daily and weekly rest	Yes <input type="checkbox"/>  No <input type="checkbox"/>	If "No" please specify and explain
5	Number of Project workers who were terminated from employment in line with national labor law and ESS2	Yes <input type="checkbox"/>  No <input type="checkbox"/>	If "Yes" please specify number and explain conditions of termination
6	Number of Project workers that attended OHS related training program	Yes <input type="checkbox"/>  No <input type="checkbox"/>	If "Yes" please specify number and explain
7	Project workers were granted leave they are entitled to (e.g. annual leave, maternity leave etc.)	Yes <input type="checkbox"/>  No <input type="checkbox"/>	If "Yes" please specify the type and number of leaves
8	Project workers were involved in accidents at work resulting in injuries or fatalities	Yes <input type="checkbox"/>  No <input type="checkbox"/>	If "Yes" please specify and explain
9	Project workers reported on cases of discrimination, harassment, sexual harassment or non-compliance with law	Yes <input type="checkbox"/>  No <input type="checkbox"/>	If "Yes" please specify and explain
10	Project workers raised grievances or started voluntary arbitration / legal proceedings to settle a dispute	Yes <input type="checkbox"/>  No <input type="checkbox"/>	If "Yes" please specify and explain



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	Terms and conditions	Yes / No	Notes
11	In the reported period there were some incidents of non-compliance with the LMP	Yes <input type="checkbox"/>  No <input type="checkbox"/>	If "Yes" please specify and explain



## **Annex 5. Primary Supplier Statement of Compliance with Provisions of Labor Legislation and the Project's LMP Related to Child Labor, Forced Labor and OHS**

Date and place of issuance: \_\_\_\_\_

Name and address of the Supplier: \_\_\_\_\_

### **STATEMENT OF LEGAL AND REGULATORY COMPLIANCE**

Hereby we declare that:

- We conform to all national laws\* and applicable regulations concerning employment, labor and employee relations, and labor and working conditions;
- We are committed to providing a safe and healthy environment for our employees and to implementing all occupational health and safety requirements as stipulated by national legislation;
- We do not tolerate any form of child, forced or slavery work;
- We prohibit any form of harassment (including sexual) abuse, violence and gender-based violence at work and forbid direct or indirect discrimination against any employee or groups of employees on any ground and for whatever reason; and
- We shall maintain records related to labor, occupational injuries, illness, near misses and incidents.

We hereby acknowledge our understanding that our company may be subjected to announced and unannounced visits, site checks and labor and working condition audits by the Contractor through which materials and goods are supplied to the Project, with the aim to verify compliance with the above statement.

We understand that the failure to respect any of the above stated commitments could lead to termination of the contract and exclusion from the project.

Signature:

Name:

Position:

\*National Laws refers both to the Laws of Republic of Lebanon and the domicile Law of the country in case the Suppliers are expatriates.

