



**Republic of Türkiye**

**Ministry of Environment Urbanization and Climate Change**

**PUBLIC AND MUNICIPAL RENEWABLE ENERGY PROJECT (PUMREP)**

**LABOR MANAGEMENT PROCEDURES (LMP)**

**DRAFT DOCUMENT**

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## Abbreviations and Acronyms

CIFIP	<b>Climate Investment Fund Investment Plan</b>
CTF	<b>Clean Technology Fund</b>
CSTMP	<b>Community Safety and Traffic Management Plan</b>
DSI	<b>Design-Supply-Installation</b>
EEPB	<b>Energy Efficiency in Public Buildings</b>
E&S	<b>Environmental and Social</b>
EHSG	<b>Environmental, Health and Safety Guidelines</b>
EIA	<b>Environmental Impact Assessment</b>
ER	<b>Emission Reduction</b>
ESA	<b>Environmental and Social Assessment</b>
ESF	<b>World Bank Environmental and Social Framework</b>
ESMF	<b>Environmental and Social Management Framework</b>
ESMP	<b>Environmental and Social Management Plan</b>
ESS	<b>Environmental and Social Standards</b>
EU	<b>European Union</b>
FIT	<b>Feed-In-Tariff</b>
GDCA	<b>Directorate General of Construction Affairs</b>
GDP	<b>Gross Domestic Product</b>
GHG	<b>Greenhouse Gas</b>
GM	<b>Grievance Mechanism</b>
OHS	<b>Occupational Health and Safety</b>
IBRD	<b>International Bank of Reconstruction and Development</b>
IFI	<b>International Financial Institution</b>
ILO	<b>International Labor Organization</b>
IPF	<b>Investment Project Financing</b>
LMP	<b>Labor Management Procedures</b>
M&E	<b>Monitoring and Evaluation</b>
MoAF	<b>Ministry of Agriculture and Forestry</b>

MoCT	<b>Ministry of Culture and Tourism</b>
MoEUCC	<b>Ministry of Environment, Urbanization and Climate Change</b>
MoFSS	<b>Ministry of Family and Social Services</b>
MoH	<b>Ministry of Health</b>
MoNE	<b>Ministry of National Education</b>
MoT	<b>Ministry of Trade</b>
MoYS	<b>Ministry of Youth and Sports</b>
NCCS	<b>National Climate Change Strategy</b>
NDC	<b>Nationally Determined Contribution</b>
NEEAP	<b>National Energy Efficiency Action Plan</b>
NZEB	<b>Near-Zero Energy Buildings</b>
OECD	<b>Organization for Economic Co-operation and Development</b>
OHS	<b>Occupational Health and Safety</b>
OHSP	<b>Occupational Health Safety Plan</b>
PAD	<b>Project Appraisal Document</b>
PAP	<b>Project Affected People</b>
PCN	<b>Project Concept Note</b>
PD <sub>o</sub> EUCC	<b>Provincial Directorate of Environment, Urbanization and Climate Change</b>
PIU	<b>Project Implementation Unit</b>
PDO	<b>Project Development Objective</b>
POM	<b>Project Operational Manual</b>
PPR	<b>Project Progress Reports</b>
PPP	<b>Pollution Prevention Plan</b>
PUMREP	<b>Public and Municipal Renewable Energy Project</b>
RE	<b>Renewable Energy</b>
SEA/SH	<b>Sexual Exploitation and Abuse/Sexual Harassment</b>
SEP	<b>Stakeholder Engagement Plan</b>
SPP	<b>Solar Power Plant</b>

SSSEP	<b>Sub-project Specific Stakeholder Engagement Plans</b>
WB	<b>World Bank</b>
WBG	<b>World Bank Group</b>
WHO	<b>World Health Organization</b>

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## ***Executive Summary***

Türkiye is at a crossroads regarding climate change mitigation, while the country is vulnerable to climate impacts. Greenhouse gas (GHG) emission increases in Türkiye have been slower than economic growth and its per capita emissions are lower than European Union (EU) countries (4.8 vs 6.1 tons of CO<sub>2</sub> in 2019, for Türkiye and EU average, respectively). However, its coal dependency is high, currently representing about one-third of total electricity generation. Meanwhile, Türkiye has a “high vulnerability” in 9 out of 10 climate vulnerability dimensions, compared with a median of 2 out of 10 in other OECD countries<sup>1</sup>.

The government has recognized the importance of energy efficiency (EE) as evidenced by its inclusion in various policy documents. The National Energy Efficiency Strategy of 2012 calls for a 10 percent reduction in energy intensity across all sectors, and the National Energy Efficiency Action Plan (NEEAP), approved in January 2018, calls for US\$11 billion investment in energy-saving measures. In 2016, the Ministry of Energy and Natural Resources (MENR) commissioned a study to assess the potential for energy efficiency in public buildings. Türkiye's reduction target for 2030 has been increased from 21% in emissions to 41%. Thus, it will have made an emission reduction of approximately 500 million tons by 2030.

From this point of view, scaling up renewable energy (RE) has been at the core of Türkiye's development policies and will continue to play a critical role in meeting its net zero emission targets. Despite impressive growth in the renewable energy market, distributed renewable resources are currently underdeveloped in Türkiye. Türkiye uses only an estimated 3 percent of its solar and 15 percent of its onshore wind potential<sup>2</sup>.

The Public and Municipal Renewable Energy (“PUMRE” or the “Project”) Project aims to reduce energy use in central government buildings and inform the development of sustainable financing mechanisms to support a scaled-up, national program for energy efficiency in public buildings such as universities and/or administrative ones by using renewable sources. The project will support the Government of Türkiye to scale up renewable energy use in the public sector by focusing on central government buildings. The Project will contribute to expanding the RE market in public facilities to use sustainable energy solutions to deliver on the country's climate mitigation commitment and enhance energy security.

This LMP has been prepared to be applied for the Component 1 and 3 of the PUMRE Project which will be implemented by MoEUCC. LMP is developed to address ESS2 requirements, both for direct and contracted workers, as well as primary supply workers. These procedures will set out how project workers will be managed, under the requirements of national law and this ESS, and will include the description of the following; (i) working conditions and management of worker relationships (such as development and implementation of labor management procedures applicable to the project and Code of Conduct (CoC) that will be followed by project contractors) including terms and conditions of employment, nondiscrimination and equal opportunity, and worker's organizations; (ii) protecting the workforce including defining a minimum age for workers, prohibition of child labor and forced labor; (iii) grievance mechanism (for the workers, including arrangements for referral to the national system for any potential Sexual Exploitation Abuse/Sexual Harassment (SEA/SH) risks; (iv) occupational health and safety; (v) direct and contracted workers; and (vi) primary supply workers

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<sup>1</sup> World Bank (2022) Country Climate and Development Report - Türkiye

<sup>2</sup> IEA (2021) “Türkiye's success in renewables is helping diversify its energy mix and increase its energy security”

## 1. Project Summary

The Project Development Objective (PDO) is to increase the use of renewable energy in public facilities for central government buildings such as universities and hospitals in Türkiye. The proposed Public and Municipal Renewable Energy Project aims to support the government in decarbonizing the public building sector and also scaling up the development of RE sources in Türkiye. The Project is expected to create significant climate mitigation benefits through GHG emissions reduction. The Project activities will finance using RE in central government public buildings and municipalities to reduce dependence on fossil fuel-derived energy, thus, directly contributing to GHG emission reductions. The Project activities are aligned with Türkiye's NDCs to the Paris Climate Agreement that aims to reduce up to 21 percent of GHG emissions from business-as-usual scenarios by 2030<sup>3</sup>,

The Project consists of three components: (i) RE investments in central government buildings; (ii) RE investments in municipal buildings; and (iii) technical assistance (TA) and implementation support. The description of each Project component is as follows.

### **Component 1. Renewable Energy investments in central government buildings**

This component will support introducing RE technologies in central government and central-government-affiliated buildings (e.g., public buildings under central ministries, universities, and hospitals) and will be implemented by the General Directorate of Construction Affairs (GDCA) under the Ministry of Environment, Urban and Climate Change (MoEUCC).

Component 1 is divided into Sub-component 1a, which focuses on RE investments, and Sub-component 1b, which is a pilot to combine RE investments with heat pumps and efficient lighting installation in buildings.

*Sub-component 1a. Renewable energy investments in central government facilities.* This sub-component will support investments in RE technologies, primarily solar PV. RE installations will be primarily used to offset the facilities' electricity (i.e., for self-consumption purposes rather than to generate power to sell to the grid). An initial pipeline of about 80 subprojects in central government facilities has already been identified, amounting to a total generation capacity of nearly 60 MW. This pipeline includes ground mounted, car park, and rooftop solar PV installations. GDCA is in the process of evaluating additional candidate subprojects against key eligibility criteria for inclusion in the pipeline.

*Subcomponent 1b. Pilot to combine renewable energy investments with heat pump and efficient lighting installation in central government facilities.* This subcomponent will support investments in pilots for a small subset of the subproject portfolio (3 to 5 subprojects) to combine solar PV investments with investments in light-emitting diode (LED) to replace inefficient lighting technologies and electrification of heating (i.e., substituting fossil-fuel boiler capacity with heat pumps to support both heating and cooling), which would allow additional RE capacity to be deployed and ultimately reduce the buildings' emissions. The candidate subprojects for the pilots will be selected during Year 1 of the Project. Preparation and design of the subprojects are planned for Year 2 so that the installation and works can be completed in Years 3 and 4.

### **Component 2. Renewable Energy investments in municipalities**

This component will support introducing RE technologies in municipalities and will be implemented by İller Bankası A.S. (İlbank). The RE installations will be primarily used to offset the overall energy consumption from public facilities (e.g., administrative buildings, water supply, water treatment, public lighting, etc.) and thus reduce the municipalities' energy bills. A preliminary pipeline of about 100 subprojects has been provided by İlbank, including the tentative capacity of the RE installations (ranging from 0.2 MW to 5 MW), required investment costs, and the status of grid connection permits. Although most of these proposed subprojects are solar PV (both rooftop and ground-mounted), wind, and in-pipe micro-hydropower (hydro-turbines to harvest energy from water flowing through pipes in, e.g., water utilities). The eligibility criteria for RE technologies and sub-project locations will be finalized during the Project preparation stage.

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<sup>3</sup> UNFCCC (2016), Intended nationally determined contributions (INDCs).



### **Component 3. Technical Assistance and Project Implementation Support**

This component will finance project management and implementation support activities both for MoEUCC and ILBANK, with both implementing agencies also providing in-kind contributions. It will include, *inter alia*, early subproject development costs, such as marketing and outreach; preparation and/or technical review of feasibility studies; day-to-day project management such as bidding document preparation, tendering process management, contract management, supervision of installation and works; implementing financing requirements in compliance with Bank's fiduciary policies and guidelines; ensuring satisfactory implementation of environmental and social framework (ESF); project monitoring and evaluation; training, capacity building, and knowledge sharing; project communications; and incremental operational costs.

#### **Component 3a. Technical Assistance and Project Implementation Support for MoEUCC**

This Component will finance project management and implementation support activities, including, *inter alia*, procurement, finance, engineering, architectural, Occupational Health and Safety (OHS), individual consultants and other necessary technical expertise; sub-project supervision; monitoring, evaluation and reporting of the Project; communication with Project beneficiaries; training of PIU staff, etc. It would also finance requirements related to the Bank's fiduciary policies and guidelines, Project audits, gender and citizen engagement, social surveys as well as the implementation of environmental and social framework requirements.

#### **Component 4a. Contingent Emergency Response Component (CERC).**

This component is included in accordance with OP/BP 10.00 (Investment Project Financing), paragraphs 12 and 13, for contingent emergency response through the provision of immediate response to an Eligible Crisis or Emergency, as needed. It will allow the Government of Türkiye to respond promptly and effectively to an eligible emergency or crisis, that is a natural or human-made disaster or crisis that has caused or is likely to imminently cause a major adverse economic and/or social impact by requesting a rapid reallocation of project funds. The Project Operations Manual will specify the procedures for activating the CERC.

### **1.1. Implementing Agency**

The Component 1 and 3 of the Project will be implemented by the GDCA of the Ministry of Environment, Urbanization and Climate Change (MoEUCC) that has extensive technical capacity for outsourcing and managing design and construction of public buildings.

A new team under the existing Project Implementation Unit (PIU) of the GDCA, which currently implements the Energy Efficiency in Public Buildings (EEPBP), will be responsible for overall implementation, management, and coordination of the proposed Project. This team will also be responsible for implementation of this LMP and its requirements.

## 2. Overview of Labor Use on the Project

### 2.1. Type of Workers

The Environmental and Social Standard (ESS) 2 of the Environmental and Social Framework (ESF) *Labor and Working Conditions* categorizes the workers into four (4) categories: (i) direct workers, (ii) contracted workers, (iii) primary supply workers, (iv) community workers. The involvement of these worker categories in the Project is explained below.

- (a) **Direct Workers.** A direct worker is a worker with whom the Borrower has a directly contracted employment relationship and specific control over the work, working conditions, and treatment of the project worker. The worker is employed or engaged by the Borrower, paid directly by the Borrower, and subject to the Borrower's day-to-day instruction and control. The members of Project Implementation Unit (PIU) are classified as direct project workers which are the full-time or part-time employees, including (i) external consultants (e.g. Environmental and Social Specialist, Procurement Specialist, Financial Specialist) who will be hired by GDCA for the implementation of project activities, (ii) civil servants who are already GDCA staff and assigned by GDCA to support the implementation of the Project.
- (b) **Contracted Workers.** A contracted worker is a worker employed or engaged by a third party to perform work or provide services related to the core functions of the project, where the third-party exercises control over the work, working conditions, and treatment of the project worker. In such circumstances, the employment relationship is between the third party and the project worker, even if the project worker is working on an ongoing basis on project activities. The contracted workers to be employed within the scope of the project may include the third parties those will perform (i) PV installation works, (ii) engineering-related works, (iii) visibility-related works. Workers those who perform renovation/installation related works will be workers of DSI Consultant firms. Contracted workers, who will be assigned by feasibility study and supervision consulting firms, will take part in the project in order to perform various tasks such as engineering, feasibility, Information Technology (IT) related works at different times of the project.
- (c) **Primary Supply Workers.** A primary supply worker is a worker employed or engaged by a primary supplier, providing goods and materials to the project, over whom a primary supplier exercises control for the work, working conditions, and treatment of the person. The primary supply workers to be employed under PUMRE project may include employees of third-party companies who will provide machinery and/or equipment/construction material etc. for the sub-projects.
- (d) **Community Workers.** Projects may include the use of community workers in a number of different circumstances, including where labor is provided by the community as a contribution to the project or where projects are designed and conducted for the purpose of fostering community-driven development. The PUMRE project will not engage any community workers.

The project will engage *direct workers*, *contracted workers*, and *primary supply workers*. The project might engage part-time, temporary, and possibly migrant workers. This LMP will be applicable, as per ESS2, to the people employed under all employment types in relation to the project.

This Labor Management Procedures (LMP) is a 'living' document and will be updated further as and when more information becomes available.

### 2.2. Characteristics of Project Workers

**Direct Workers.** The PIU's consultants and specialists will be involved in the project implementation as direct workers on a full time or part time basis to support project implementation activities. Direct workers will be leading experts with relevant graduate degree and sufficient proven experience, including both women and men. GDCA staff who will be assigned in the PIU are civil servants and they are regulated by the Civil Servant's Act No. 657. For civil servants involved in project operations, regardless of whether they work full time or part time, terms and conditions of their existing contracts or appointments in the public sector shall apply. When engaging external consultants, provisions of national employment legislation shall apply, in parallel with compliance with requirements of this labor management procedure. These consultants may be hired under time-bound contracts, some of them on part - time basis, with specific definition of assigned tasks and responsibilities.

It is estimated that the total number of direct workers who will be engaged for the implementation of the project activities, including both newly hired PIU specialists and the employees of GDCA, dedicated to this project is approximately 15-20.

**Contracted Workers.** The Contracted Workers will be employees of consultant firms and civil works construction contractors and their subcontractors companies guided by specific contractual agreements between them and GDCA to undertake assignments. Contracted workers' qualifications will vary from skilled workers to unskilled workers. These consultants may work full-time or part-time for the project. Consultant firms will support PIU Specialists during the preparation and implementation periods of the sub-projects, and they will carry out the tasks as specified in their contracts.

The precise number of contracted workers who will be employed in the scope of field-related, IT-related, training-related, and visibility-related works is currently not known. This will become known as and when implementation begins.

**Primary Supply Workers.** All requirements will be specified and guided in the contractual agreements between the PIU and the contractors and primary suppliers. Contracts will be made within the scope of legal regulations and ESS2 requirements for primary supply workers. All requirements will be specified and guided in the contractual agreements between GDCA and the suppliers. The duration of the relationship established with the primary suppliers will be realized in the form of service procurement to be determined by the parties. Almost all these employees are expected to be Turkish citizens. The number of Primary Supply Workers who will be employed by primary suppliers of the project is currently not known. This will become known when project implementation started and determined through the agreement between GDCA and primary suppliers.

Workers under the age of 18 will not be engaged by the Project. Turkish law prohibits anyone under 18 from performing work in very hazardous industries (according to industry hazard classes), and construction is considered very hazardous under the existing industry classification.

If a child under the minimum age is discovered working on the project, measures will be taken to immediately terminate the employment or engagement of the child in a responsible manner, considering the best interest of the child.

Considering the nature of the project workforce (mostly unskilled and semi-skilled construction labor) and characteristics of labor force market in Türkiye, it is not expected that the number of female workers will be high.

### 3. Brief Overview of Labor Legislation: Terms and Conditions

There are several statutory laws governing labor related issues in Türkiye, among which are the Turkish Constitution, Labor Law (No. 4857), Turkish Code of Obligations (No.6098), Labor Courts Act (No. 7036), Law on Trade Unions and Collective Bargaining Agreements, also known as the “Union Law”, (No. 6356), Law on Civil Service Trade Unions and Collective Bargaining Agreements (No. 4688), Occupational Health and Safety Law (No. 6331), Maritime Labor Law (No. 854), Press and Media Labor Law. In addition to the above, there are secondary laws and regulations that include annual leave, working hours, overtime work, minimum wage, female employees, and child labor.

According to Article 8 of the Turkish Labor Law No. 4857 (the “**Labor Law**”), an employment contract “is an agreement whereby one party (the employee) undertakes to perform work in subordination to the other party (the employer) who undertakes to pay him remuneration.” Article 393 (General Service Agreement) of the Turkish Code of Obligations numbered 6098 (“**TCO**”) defines the employment contract as “an agreement in which the employee is obliged to perform a work for a limited or unlimited time in the service of the employer and the employer is obliged to pay a salary based on the amount of time the employee works or the amount of work the employee performs.” As can be deduced from these definitions, the main elements of an employment contract are performance of work, remuneration and subordination. The work referred to includes all kind of works of a natural person that can be defined as work in economic terms.

Under Turkish Laws, there are different types of classifications for employment contracts:

1. Employment Contracts for a Fixed or an Indefinite Term
2. Employment Contracts Made for a Minimum or Maximum Term
3. Employment Contracts Having Trial Period
4. Employment Contracts Based on “Gang Contracts”
5. Seasonal Employment Contracts
6. Part-Time Employment Contracts
7. Works at Call

Türkiye has also ratified majority of the International Labor Organization, ILO conventions, including but not limited to conventions on equal treatment of employees, gender equality, child labor, minimum wage, forced labor, OHS, right of association and collective bargaining. Türkiye is party to the 1950 European Convention for the Protection of Human Rights and Fundamental Freedoms and the Council of Europe’s 1961 European Social Charter, as well as the Revised Social Charter. Labor Law is the main statute regulating the employment relationship. Other primary legislation that also applies to the project includes:

- Occupational Health and Safety Law (No. 6331),
- Law on Trade Unions and Collective Bargaining Agreements (No. 6356),
- Social Insurance and General Health Insurance Law (No. 5510),
- Law of Obligations (No. 6098),
- Labor Courts Law (No. 7036),
- Law on the Work Permit for Foreigners (No. 6735),
- Civil Servants’ Act (No. 657),
- Regulation on Contractors and Sub-contractors

**The Regulation on Work Permit for Foreigners under Temporary Protection**, adopted on 15 January 2016, regulates the procedures for granting work permits to persons under temporary protection.

**Right of Employee in case of Sexual Harassment According to the Labor Act.** In Turkish Labor Act there are several ways and reasons to terminate the employment contract. One of them is to terminate the contract for just cause without giving a notice. It is called immediate termination. The Article 24 of Labor Act which is about the right of the employee to terminate the employment contract immediately for just cause, has the heading, (Art 24/II) “immoral, dishonorable or malicious conduct or other similar behaviors”. In the paragraph of Art 24/II-d it is stipulated as “*In cases where the employee sexually harassed by another employee or by third persons in the establishment if adequate measures were not taken although the employer was informed of such conduct. employee has the right to terminate the contract immediately*”, which means no notice period should be given to the employer. The employee may also demand a severance pay and compensation for material and moral damages (Art.26/II).

According to the Obligations Act, Art 344, either employee or employer has right to terminate the employment contract for just cause and any time without giving a notice. Any circumstance which is against the ethical values or against the good faith is considered just cause. Therefore, according to the Obligations Act sexual harassment can be regarded a just cause as well. The legal liability of the employer, according to the Constitution<sup>4</sup>, Obligations Act (Art. 332)<sup>5</sup> and Labor Act<sup>6</sup> is to respect and protect employee's right of personality or dignity and guarantee safe working conditions to protect the employee's health and life. The employer must behave with good faith and protect employees from unlawful conduct in the workplace. If the employer fails to take proper measures to stop any act of sexual harassment, s/he would be liable according to the provisions stipulated in Turkish legislation. If the employer knew or ought to know the unfair behavior of the other worker's or third party and failed to eliminate it and does not take proper measures should be liable for the consequences. Employer has duties and obligations against his/her employees, if s/he neglects to behave in good faith and sexually harass the employee, then within the context of legal arrangements s/he has criminal and contractual liability.

### 3.1. Forced Labor and Child Labor

Turkish Labor Law does not cover forced labor issues. However, the **Constitution of the Republic of Türkiye, Art. 18** prohibits forced labor. "No one shall be forced to work. Forced labor is prohibited. Work required of an individual while serving a sentence or under detention provided that the form and conditions of such labor are prescribed by law; services required from citizens during a state of emergency; and physical or intellectual work necessitated by the needs of the country as a civic obligation shall not be considered as forced labor."

**Art. 80 of the Penal Code** penalizes human trafficking and **Art. 117** penalizes violation of the freedom to work and labor.

Türkiye has ratified the **ILO Convention No. 29 on Forced Labor and ILO Convention No. 105 on the Abolition of Forced Labor**.

**Turkish Labor Law** sets the minimum age at which a child can be employed as well as the conditions under which children can work (**Article 71, Chapter 4**). The minimum employment age is 15, but in certain cases of vocational training, mild work may be allowed for 14-year-olds.

**According to Turkish Labor Law, Article 73**, Boys under the age of eighteen and women irrespective of their age must not be employed on underground or underwater work like in mines, cable-laying and the construction of sewers and tunnels.

### 3.2. Wages and Deductions

Article 32 of the Labor Code defines "wage" in general terms, as the amount of money to be paid in cash by an employer or by a third party to a person in return for work performed by him. Without discrimination, each employee has a right to demand remuneration for the work they conduct. The salary of an employee cannot be lower than the minimum wage amount which is determined by the state and redefined two times every year. There is a national minimum wage that applies to all employees in Turkey. Under Art. 39 of the Labor Code, the minimum wage is determined and revised by the related commission of the Ministry of Family, Labor and Social Services twice every year.

A labor agreement (employment contract) will determine the form and amount of remuneration. **Turkish Labor Law Article 32-62**, the Wages and its remuneration section is described wage payment and deduction. Remuneration will be paid at least once a month. The minimum wage limit is regulated by the **Turkish Labor Law, Article-39**.

Pursuant to Article 34 of Law No: 4857 ( Turkish Labor Law) any worker whose wage is not paid within twenty days as of the date of wage payment except for a force major may abstain from fulfilling his/her working liability. Even if the non-fulfilment of working liabilities for this reason based on personal decisions of workers gains a collective character numerically, this shall not be considered as a strike. The highest interest rate applied for deposits shall be applied for wages not paid on due date. The labor contracts of such workers shall not be terminated, new workers shall not be admitted in their places and their works shall not be assigned to other persons for not working due to this reason. Pursuant to Article 38 of Law No: 4857 (Turkish Labour Law) The employer shall not exercise wage deduction penalty for the worker for reasons other than those specified in the collective contract or labour contract.

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<sup>4</sup> Turkish Constitution art, 10,48,49,50.

<sup>5</sup> Code of Obligations, Art. 332, stipulates that, employer should supply appropriate working conditions and to take all measurements available to protect employee.

<sup>6</sup> Labour Act Art 24/II-d

The deductions to be made from worker's wages as penalties should be immediately informed to the worker along with reasons thereof. Such deductions from worker wages shall not exceed two daily wages in a month or two days' earning of the worker in wages paid per piece or per the amount of work performed. Such deductions shall be deposited with the account of the Ministry of Labour and Social Security within one month as of the deduction for utilization for the training and social services of the workers, in one of the banks established in Turkey and entitled to accept deposits, to be nominated by the Ministry. Every employer shall be obliged to keep a separate account of such deductions at the business.

### 3.3. Working Hours

According to the **Turkish Labor Law, Article-63**, duration of work will not exceed 45 hours per weeks (9 hours per day). This does not include time for meal breaks. The normal weekly working period may be differently assigned to working days of the week, on the condition that it does not exceed eleven hours a day, upon agreement of the parties. In this case, the average weekly working period of the worker shall not exceed normal weekly working period within a period of two months. The compensation period may be increased by up to four months through collective labour contracts (Article 63)

The workers shall be informed of the starting and ending times of daily working periods as well as of break times. Starting and ending times of the working period may be arranged differently for workers, according to the nature of the work. (Article 67)

### 3.4. Weekly Rest Day and Rest Breaks

According to the **Turkish Labor Law, Article 67**, the beginning and ending of the daily working time and rest breaks shall be announced to workers at the establishment. Depending on the nature of activity, the beginning and ending times of work may be arranged differently for employees.

According to the **Turkish Labor Law, Article 68**, employees shall be allowed a rest break approximately in the middle of the working day fixed with due regard to the customs of the area and to the requirements of the work in the following manner,

- a) Fifteen minutes, when the work lasts four hours or less,
- b) Half an hour, when the work lasts longer than four hours and up to seven and a half hours (seven and a half included),
- c) One hour, when the work lasts more than seven and a half hours.

According to the **Turkish Labor Law, Article 46**, the employees working in establishments covered by this Act shall be allowed to take a rest for a minimum of twenty-four hours (weekly rest day) without interruption within a seven-day time period, provided they have worked on the days preceding the weekly rest day as indicated in **Article 63**. For the unworked rest day, the employer shall pay the employee's daily wage, without any work obligation in return.

### 3.5. Leaves

According to the **Turkish Labor Law, Article 53**, Employees who have completed a minimum of one year of service in the establishment since their recruitment, including the trial period, shall be allowed to take annual leave with pay. The length of the employee's annual leave with pay shall not be less than,

- a) Fourteen days if his length of service is between one and five years, (five included),
- b) Twenty days if it is more than five and less than fifteen years,
- c) Twenty-six days if it is fifteen years and more (fifteen included).

For employees below the age of eighteen and above the age of fifty, the length of annual leave with pay must not be less than twenty days. The provisions of this Act on annual leave with pay are not applicable to employees engaged in seasonal or other occupations which, owing to their nature, last less than one year.

According to the **Turkish Labor Law, Article 55**, National holidays, weekly rest days and public holidays which coincide with the duration of annual leave may not be included in the annual leave period.

According to the **Turkish Labor Law, Article 74**, In principle female employees must not be engaged in work for a total period of sixteen weeks, eight weeks before confinement and eight weeks after confinement. In case of multiple pregnancy, an extra two-week period shall be added to the eight weeks before confinement during which female employees must not work. However, a female employee whose health condition is suitable as approved by a physician's certificate may work at the establishment if she so wishes up until the three weeks before delivery. In this case the time during which she has worked shall be added to the time period allowed to her after confinement.

If the female employee so wishes, she shall be granted an unpaid leave of up to six months after the expiry of the sixteen weeks, or in the case multiple pregnancy, after the expiry of the eighteen weeks indicated above. This period shall not be considered in determining the employee's one year of service for entitlement to annual leave with pay. Female employees shall be allowed a total of one and a half hour nursing leave in order to enable them to feed their children below the age of one. The employee shall decide herself at what times and in how many instalments she will use this leave. The length of the nursing leave shall be treated as part of the daily working time.

Paid leaves for civil servants have been defined in the Law as; 20- 30 days for annual leave, sick leaves up to 36 months, casual leaves (such as birth, death, marriage up to 7-10 days, and sick leave taken to care for a sick relative until 6 months. Unpaid leaves for civil servants are as follows; maternity leave (until 24 months), leave for training abroad (until 4 years), military service, leave taken as a result of the spouse's change of job or due the characteristics of his/her job (during the time of employment), optional leave taken upon the request of the employee (until one year), sick leave taken to care for a sick relative (until 18 months). Those civil servants who have served for less than 10 years (included 10 years) have 20 days of annual leaves and those who have served for more than 10 years have the right of 30 days annual leave. The annual paid leave shall not be interrupted by the employer.

### **3.6. Overtime Work**

According to the **Turkish Labor Law, Article 41**, wages for each hour of overtime shall be remunerated at one and a half times the normal hourly rate. In cases where the weekly working time has been set by contract at less than forty-five hours, work that exceeds the average weekly working time done in conduction with the principles stated above and which may last only up to forty-five hours weekly is deemed to be work at extra hours. In work at extra hours, each extra hour shall be remunerated at one and a quarter times the normal hourly rate for workers who work less than 45 hours a week. If the employee who has worked overtime or at extra hours so wishes, rather than receiving overtime pay he may use, as free time, one-hour and thirty minutes for each hour worked overtime and one hour and fifteen minutes for each extra hour worked. The employee shall use the free time to which he is entitled within six months, within his working time and without any deduction in his wages. The employee's consent shall be required for overtime work. Total overtime work shall not be more than two hundred seventy hours in a year. Overtime work and its methods shall be indicated in a regulation to be issued. Employees under age of 18, pregnant women, and breastfeeding mother cannot be required to work overtime.

### **3.7. Labor Disputes**

The Labor Code includes provisions that allow workers to resolve disputes in cases where there is a disagreement between the employer and the employee over the essential terms and conditions of a labor agreement or other aspects of work. Such disagreement will be resolved in compliance with the **Law on Mediation in Civil Disputes, numbered 6325**, and according to the **Turkish Labor Law, Article 20**, the employee who alleges that no reason was given for the termination of his employment contract or who considers that the reasons shown were not valid to justify the termination shall be entitled to lodge an appeal against that termination with the labor court within one month of receiving the notice of termination. If there is an arbitration clause in the collective agreement or if the parties so agree, the dispute may also be referred to private arbitration within the same period. The burden of proving that the termination was based on a valid reason shall rest on the employer. However, the burden of proof shall be on the employee if he claims that the termination was based on a reason different from the one presented by the employer. The court must apply fast-hearing procedures and conclude the case within two months. In the case the decision is appealed, the Court of Cassation must issue its definitive verdict within one month.

The Turkish Labor Law applies to direct workers and contracted workers, including foreign workers who are employed on full-time basis. The Labor Code does not provide for a workplace grievance mechanism.

### **3.8. Freedom of association**

Workers and public servants have different union legislation. Workers were covered by the **Unions and Collective Agreements Law No. 6356** (dated on 07.11.2012, Official Gazette No. 28460). There are four types of collective agreements regulated by local law: workplace collective bargaining agreement, enterprise collective agreements, group collective agreements and framework agreements. A workplace agreement is created for a workplace, while an enterprise level agreement is created for more than one workplace in the same industry, owned by the same employer. A group collective agreement can be created between a trade union and an employers' union for workplaces in the same industry, owned by different employers.

### 3.9. Non-discrimination

According to **Article 10 of the Turkish Constitution**, ‘everyone is equal before the law without distinction as to language, race, color, sex, political opinion, philosophical belief, religion, and sect, or any such grounds. The article also states that ‘men and women have equal rights. The State has the obligation to ensure that this equality exists in practice. Measures taken for this purpose shall not be interpreted as contrary to the principle of equality’.

**Article 5 of the Labor Law** of Türkiye regulates the prohibition of discrimination in employment. According to that article ‘no discrimination based on language, race, sex, political opinion, philosophical belief, religion and sex or similar reasons is permissible in the employment relationship. Except for biological reasons or reasons related to the nature of the job, the employer must not make any discrimination, either directly or indirectly, against an employee in the conclusion, conditions, execution and termination of his/her employment contract due to the employee’s sex or maternity’. The same article also serves as a base for the principle of equal pay for equal value of work by stating that ‘differential remuneration for similar jobs or for work of equal value is not permissible’.

### 3.10. Collective Dismissal

**Labor Law 4857 Article 29**, when the employer contemplates collective terminations for reasons of an economic, technological, structural or similar nature necessitated by the requirements of the enterprise, the establishment or activity, he shall provide the union shop-stewards, the relevant regional directorate of labor and the Public Employment Office with written information at least 30 days prior to the intended layoff. A collective dismissal occurs when,

- a) in establishments employing between 20 and 100 employees, a minimum of 10 employees,
- b) in establishments employing between 101 and 300 employees, a minimum of 10 percent of employees, and
- c) in establishments employing 301 and more workers, a minimum of 30 employees, are to be terminated in accordance with Article 17 on the same date or at different dates within one month.

### 3.11. Severance payment

Upon termination of the employment contract, employees are entitled to a severance payment on the condition that the employee has completed at least one year of continuous employment. This payment<sup>7</sup> is calculated by multiplying the number of years of employment with the employee’s monthly salary at termination. If the employer terminates the employment contract under just cause based on health reasons or force majeure, the employer must give severance pay to the employee, if applicable. However, if the employer terminates the employment contract under just cause on grounds of immoral and dishonorable acts of the employee, the employer is not liable to pay severance. If the employee terminates the employment contract for just cause, the employer must pay severance in all cases. However, where the employee terminates the employment contract at will, without the presence of any cause set out under the Labor Code, the employer is not liable to pay severance to the employee (unless the employee terminated the contract due to factors such as military duty or marriage).

### 3.12. Termination of an employment contract

Under the **Labor Code**, employers can terminate contracts in two ways: (i) showing a valid reason (**Art. 18-19**) or (ii) breaking the contract for a just cause. Employees who have completed 6 months of employment in a workplace that has at least 30 workers, can benefit from certain protections under the Labor Code, protecting the worker from arbitrary termination of his/her contract. In order for the termination of an employment contract to be valid, a written notice must be given to the employee and legal notice periods must be respected. However, in certain cases, employers can terminate the employment relationship on the basis of a just cause (for reasons of health, for immoral, dishonorable, or malicious conduct or other similar behavior, force majeure). In these cases, the employer is not obliged to comply with the legal notice periods and can terminate it immediately. For further details, please see, Labor Code, Art. 24-26.

The **Labor Law (No. 4857)** is to large extent consistent with the main requirements of the ESS2. The most significant gap between the Labor Law and ESS2 is the lack of specific requirements on a workplace grievance mechanism, and no requirement related to contractor’s grievance mechanism. The Labor Law does not include any provisions regarding the selection, management, and monitoring of contractors with regard to ESS2 requirements. These gaps will be addressed by the project’s Labor Management Procedures.

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<sup>7</sup> Labor Law (No. 4857 Article 6)



Another significant gap is that the **Labor Law (Art. 4)** does not apply to enterprises carrying out agricultural and forestry work and employing less than 50 employees, family run construction work related to agriculture, works and handicrafts performed in the home, domestic work, sportsmen, people in rehabilitation, enterprises with three or less employees working as tradesmen or producing small handicraft. In this project, agricultural enterprises which employ less than 50 workers may participate in the contract farming scheme. The LMP will lay out terms and conditions which will apply to all community workers, including those engaged in enterprises employing less than 50 workers.

Direct and contracted workers are subject to the laws given above which cover employment conditions, employment contracts, contract termination, wages and deductions, working hours, overtime workings, breaks, rests, rights, leaves such as (annual leaves, maternity leaves, sick leaves, death leaves, unpaid leaves) and basic occupational health and safety (OHS).

Direct workers will have the rights and benefits stated in related national labor and employment legislations. The direct worker's contracts will be prepared in line with the national legislation to provide them with protections provided by the national laws.

Summary of gaps with ESS2: Turkish Labor Code (No. 4857) is to large extent consistent with the ESS2 requirements. Türkiye ratified all the four Core ILO Conventions and OHS ILO Conventions. The main gap with ESS2 is related to the requirement for the grievance mechanism for workers. While the national legislation provides for Labor Courts to raise labor rights concerns, the Labor Code does not include specific requirements for the establishment of the workplace grievance mechanism. The Labor Code includes provisions to ensure contracted workers are paid, however, it does not include provisions regarding the selection, management, and monitoring of contractors with regard to ESS2 requirements. Though, Labor Code applies to the types of workers who would be considered as contracted workers under ESS2 definition.

#### 4. Brief Overview of Labor Legislation: Occupational Health and Safety

The **Law of Turkish on Occupational Health and Safety (numbered 6331)** aims to regulate the duties, authority, responsibility, rights and obligations of employers and workers in order to ensure occupational health and safety at workplaces and to improve existing health and safety conditions. The Law applies to all works and workplaces in both public and private sector, employers of these workplaces and their representatives, all workers including apprentices and interns regardless of their field of activity. It is also governed by Labor Law (numbered 4857).

Project workers including direct and contracted workers of the project are subject to this law. The law stipulates and enforces employers to provide employees with a safe and healthy working environment and to inform workers of the potential risks their jobs may present to their health and safety. The overview below provides key aspects of legislation which relates to the items set out in ESS2, paragraphs 24 to 30.

- Anyone in the project has right to stop activity until unsafe act/condition is properly resolved.
- All potential hazards to project workers' health and life will be identified for construction activity (Risk Assessment to be prepared and shared with workers).
- Any party who employs workers will develop and implement procedures to establish and maintain a safe working environment, including that workplaces, machinery, equipment, and processes under their control are safe and without risk to health. This will include use of appropriate measures related to chemical, physical, and biological substances and agents.
- Whenever avoidance of health and safety hazards is not possible, appropriate protective measures will be provided. These measures include controlling the hazard at source using protective solutions and providing adequate personal protective equipment (PPE) at no cost to the project/sub-projects worker.
- Any party who employs workers for the project, the employer, will assign health and safety specialist(s) at construction sites. The employer is obliged to assign health and safety specialist, according to workplace's hazard class, according to legislative requirement. Besides legislative required OHS specialist, each construction site will be appointed to dedicated OHS specialist(s) (at least B class).
- Project workers will receive OHS training at the beginning of their employment, as induction, and on a regular basis thereafter, to cover legislative requirement. Training will cover the relevant aspects of OHS associated with daily work, including the ability to stop work without imminent danger and respond to emergency situations. Training records will be kept on file. These records will include a description of the training, the number of hours of training provided, training attendance records, and results of evaluations.

The employer to ensure the safety and health of workers in every aspect related to the work. The employer takes measures necessary for the safety and health protection of workers, including prevention of occupational risks and provision of information and training, as well as provision of the necessary organization and means and to ensure that the measures are adjusted taking account of changing circumstances and aim to improve existing situations (**The Law of Turkish on Occupational Health and Safety, Article 4**).

The employer to carry out a risk assessment or get one carried out (**The Law of Turkish on Occupational Health and Safety, Article 4 and 5**).

The employer to take appropriate measures to ensure that workers other than those who have received adequate information and instructions are denied access to areas where there is life-threatening and special hazard (**The Law of Turkish on Occupational Health and Safety, Article 4**).

The workers' obligations in the field of safety and health at work shall not affect the principle of the responsibility of the employer (**The Law of Turkish on Occupational Health and Safety, Article 4**).

The employer to provide occupational health and safety services including activities related to the protection and prevention of occupational risks (**The Law of Turkish on Occupational Health and Safety, Article 5, 6 and 7**).

The employer to provide occupational physicians and occupational safety specialists (**The Law of Turkish on Occupational Health and Safety, Article 8**).

The employer to assess the foreseeable emergency situations which could arise and identify those that might possibly and potentially affect workers and work environment considering the work environment, substances used, equipment and environmental conditions present in the workplace and take measures to prevent and limit adverse effects of emergency. The employer to conduct measurement and assessments to afford protection, to prepare emergency plans (**The Law of Turkish on Occupational Health and Safety, Article 11**).

The employer to act and give instructions to enable workers to stop work and/or immediately to leave the workplace and proceed to a place of safety (**The Law of Turkish on Occupational Health and Safety, Article 12**).

The employer will provide medical checks and health surveillance to workers. Workers to be employed in enterprises classified as hazardous and very hazardous shall receive a medical report before employment. The employer to cover all expenses related to the surveillance (**The Law of Turkish on Occupational Health and Safety, Article 4 and 15**).

The employer will develop and implement reporting system for any accidents, diseases, and incidents. Every accident will be reported to the employer, investigated and relevant measures will be designed to avoid the accident in the future. Also, remedies for adverse impacts such as occupational injuries, disabilities and diseases will be provided (**The Law of Turkish on Occupational Health and Safety, Article 14**).

The employer to inform the workers and workers' representatives about the safety and health risks and protective and preventive measures, their legal rights and responsibilities, workers designated to handle first aid, extra-ordinary situations, disasters, fire-fighting and the evacuation (**The Law of Turkish on Occupational Health and Safety, Article 16**).

The employer to ensure that each worker receives safety and health training. This training shall be provided on recruitment, in the event of a transfer or a change of job, in the event of a changed risks and repeated periodically if necessary (**The Law of Turkish on Occupational Health and Safety, Article 17**).

The Turkish legislation, **Occupational Health and Safety at Construction Regulation, 05.10.2013 dated and 28786 official gazette, Attachment 4, Article 53-67**, provide that project workers will be provided with facilities appropriate to the circumstances of their work, including access to canteens, hygiene facilities, and appropriate areas for rest.

The Law on OHS, 6331 numbered, defines basic requirements and general principles of occupational safety for jobs that are hazardous, very hazardous, and less hazardous (**The Law of Turkish on Occupational Health and Safety, Article 9**). The list of such jobs is provided in the ordinance of Government of Türkiye. According to the mentioned list, the construction works for waste water treatment plant, drinking water transmission and network lines, sewage system and electrical works are generally considered to be inherently very hazardous, waste segregation (non-hazardous) work is considered as hazardous.

The law imposes a general obligation on employers to provide employees with a safe and healthy working environment and to inform workers of the potential risks their jobs may present to their health and safety. Measures that must be taken include, but are not limited to, training and information campaigns as well as adoption of relevant preventive measures. The law includes requirements for organizing and managing health and safety programs, providing emergency care and services, and responding to accidents. Other requirements include controlling access to hazardous workplaces, providing personal protective equipment at no charge to workers, and medical examinations (**The Law of Turkish on Occupational Health and Safety, Article 9-10-11**).

Also, the Law on Labor Safety includes provisions that allow employee to take part in consultation process regarding health and safety issues, provide recommendations and raise concerns related to risks and hazards (**The Law of Turkish on Occupational Health and Safety, Article 25**). However, there is no specific requirement related to grievance mechanism, which may allow workers to communicate their complaints to the employer. This can be considered as a gap between Turkish legislation and ESS2. The grievance mechanism is further discussed in this document (see Section 9).

## 5. Assessment of Key Potential Labor Risks

MoEUCC will deal with the installation of PV panels, especially on rooftops, ground mounted parking lots, within the scope of this project. The potential labor risks are determined according to the the process of panels' installation which described below

The process of panels' installation depending on the type of sub-projects;

### **Ground Mounted PV Panels;**

#### 1- Land Leveling

In ground mounted installations, leveling should be done on the existing land in order to ensure that there is no height difference between the tables during pile driving and a homogeneous and continuous assembly.

#### 2- Fence and Environment Lighting-Camera System

In order to ensure the safety of the materials coming to the site and the excavations do not interfere with the on-site production, the environmental lighting cable works should be completed and the fence should be installed.

#### 3- Construction Assembly

Soil investigation report will be prepared and then pile installation should be started with the method to be determined according to this report. Afterwards, the upper construction should be continued with the steel assembly.

#### 4- Panel Mounting

PV panel assembly should be started on the consoles whose steel construction assembly is completed.

#### 5- Cabling and Connection

After panel assembly, string connections and direct-current cable connections must be made. Low Voltage cabling and connections should be made between the inverter and the panel. Transformer, Mid-Voltage cell connections should be made and the facility should be ready to be energized.

#### 6- Landscaping

Necessary correction works should be carried out in the plant area.

### **Rooftop PV Panels;**

#### 1- Checking the Current Situation of the Roof

According to the feasibility study report, the current situation and the statics of the roof shall be checked firstly.

#### 2- Strengthening of the Roof

In case of need, the structural frame of roof carrier system shall be strengthened.

#### 3- Construction Assembly

The upper construction should be continued with the steel assembly.

#### 4- Panel Mounting

PV panel assembly should be started on the consoles whose steel construction assembly is completed.

#### 5- Cabling and Connection

After panel assembly, string connections and direct-current cable connections must be made. Low Voltage cabling and connections should be made between the inverter and the panel. Transformer, Mid-Voltage cell connections should be made and the facility should be ready to be energized.

## 5.1. Occupational Health and Safety Risks

Occupational health and safety (OHS) risks will vary from low to high depending on the nature of the work to be carried out. It is assessed that key labor risks would be associated with OHS risks related to the construction activities of the sub-projects such as exposure to physical, chemical and biological hazards during construction activities such as: use of heavy equipment, trip and fall hazards, exposure to noise and dust, falling objects, exposure to hazardous materials and exposure to electrical hazards from the use of tools and machinery. As the construction activities will involve hazardous work, persons under the age of 18 will not be employed by the Project.

Many workers will be exposed to occupational health and safety hazards, primarily including but not limited to:

- Working at height,
- Electrocutions and arc fault burns (use of or faulty electrical devices, such as cable plugs, cords, hand tools,),
- Electrical works,
- Exposure to chemicals (as paints, solvents, lubricants, and fuels),
- Traffic accidents,
- Excavations hazards,
- Lifting of heavy structures,
- Accidents with exposed rebars,
- Exposure to construction airborne agents (dust, silica, and asbestos),
- Ergonomic hazards during construction,
- Environmental hazards (snakes, wasps, bees, etc.),
- Welding hazards (fumes, burns and radiation),
- Steel erection hazards,
- Lack of awareness on occupational health and safety requirements such as the use of personal protective equipment (PPE) and safe workplace practices, and
- Use of rotating and moving equipment.

In general, excessive overtime working hours is a potential labor risk in the construction sector in Türkiye. There is a potential risk that due to project limited time period and seasonal restrictions of construction works, contracted workers may perform overtime time hours above the annual limit set by the Labor Law.

The sub-projects do not expect to have labor influx risks as majority of the workforce will be hired locally and sub-project sites will be existing public/municipal buildings and lands, most likely located in urban areas. Majority of the workforce will be Turkish. There will not be accommodation for workers at the the sites so this issue will not cause any additional risks. However, if other labor risks arise during project implementation, PIU will develop procedures to prevent further impacts.

## 5.2. Covid-19

Covid-19 Outbreak Management and Study Guide published by the Ministry of Health and Circular dated 20.03.2020 and numbered 2020/9 issued by the General Directorate of Construction Affairs of the Ministry of Environment and Urbanization will be applied during the implementation of sub-projects.

Each working site has its own different characteristics such as geographical situation and work done. Throughout implementation of the Project detailed risk identification will be executed in order to develop effective mitigation measures. The Contractors will be responsible for identification of risks and will inform the workers about these risks and relevant mitigation measures to be taken. The purpose of the measures to be taken at the construction sites within the scope of Covid-19 is to prevent the occurrence of cases, but to prevent the development of epidemics even if there are cases. During the project implementation Covid-19 risk can be considered as high.

### **5.3. Sexual Harassment, Abuse, and Gender-Based Violence**

Abuse and gender-based violence under national legislation are prohibited and there are legal sanctions on these issues. Based on a workforce that will be hired largely locally, significant labor influx is not foreseen and the risk for sexual exploitation and abuse/sexual harassment (SEA/SH) is assessed as low. During implementation period the contractors will be required to develop and apply their own Code of Conducts following the principles provided in the Code of Conduct included in the Annex 3 of this LMP and adhere to the principles below.

During the all project phases the following principles will be adopted and applied. These are:

- Principle 1: Foster a culture of respect and high standards of ethical behavior across institutions.
- Principle 2: Establish and maintain standards aimed at preventing sexual harassment, abuse, and exploitation and other forms of misconduct.
- Principle 3: Provide a safe and trusted environment for those affected by sexual harassment, abuse, and exploitation to step forward to report incidents and concerns, with the assurance that they will be treated respectfully and consistently.
- Principle 4: Provide protection for those affected, as well as whistle-blowers and/or witnesses within their institutions, and to take appropriate measures against any form of retaliation.
- Principle 5: Maintain robust policy frameworks and clear institutional mechanisms that address how incidents and allegations will be handled should they arise.
- Principle 6: Provide effective training programs so all staff understand the requirements and standards of behavior expected of them as international civil servants.
- Principle 7: Support clients to develop and implement policies and mechanisms that address sexual harassment, abuse, and exploitation.

Mandatory trainings will be given on codes of ethics/conduct and harassment and misconduct issues for workers.

## 6. Responsible Staff

**The GDCA' Project Implementation Unit (PIU).** PIU will be the main responsible for the coordination, implementation and monitoring and reporting of the Project, with support of its relevant departments carrying out the proposed activities in line with their mandates as defined in GDCA's organizational structure. The PIU will be staffed with individual consultants possessing specialized skills in the areas of procurement, financial management (FM), environmental safeguards, social safeguards, communication field, and IT.

GDCA will be responsible for the following:

- oversee the implementation of this Labor Management Procedure (LMP) to ensure regular project reporting and evaluation,
- update this LMP when necessary in the course of preparation, development, and implementation of the Project, as well as in case the domestic legislation changes in any aspects of importance for this Procedure,
- ensure that contractor(s) hired under the Project are compliant with this labor management procedure, national employment, health and safety laws and relevant mitigation measures included in the ESMF,
- ensure that organizations responsible for outreach to the workers to increase their participation in the project and to carry-out the initial pre-employment profiling are compliant with this LMP, national employment, health and safety laws and mitigation measures included in the ESMF,
- monitor that the contractors are meeting obligations towards contracted and sub-contracted workers as included in the Grant Agreement and General Conditions of Contract and the World Bank Standard Bidding Documents, and in line with ESS2 and national labor code,
- maintain records of recruitment and monitor employment process of the workers to ensure it is carried out in accordance with this LMP and national labor law,
- monitor compliance of the contractors and employers participating in the wage subsidy and training programs with this labor management procedures,
- monitor that OHS standards are met at workplaces in line with national occupational health and safety legislation,
- monitor training of the project workers on OHS,
- develop and implement workers' grievance mechanism and address the grievances received from the direct, contracted, and sub-contracted workers, and
- monitor implementation of the workers Code of Conduct.

The requirements of ESS2 will be incorporated into contractual agreements with third parties, together with appropriate noncompliance remedies. Therefore, such third parties will be required to include equivalent requirements and noncompliance remedies in their contractual agreements with sub-contractors.

The social monitoring and assessment of the implementation of solar system measures will be conducted to elicit feedback from project beneficiaries, project-affected persons, employees and users of public services on accessibility, community health and safety, and indoor comfort satisfaction, as well as to define the level of knowledge and awareness of the solar system. Social monitoring will be mainly carried out by the PIU with support of consultants at the sub-project level.

### **Feasibility Study Consultants**

For the proposed sub-projects, detailed relevant audits will be carried out by a certified and qualified Feasibility Study Consultant Company, in order to evaluate the proposal for solar system installation,

estimate energy savings, assess their financial viability and identify potential environmental impacts that the proposed installation may cause in regional base.

After the audit is completed, the consultant will prepare feasibility studies including cost-benefit analysis, sub-project specific ESMP/ESMP Checklist, sub-project specific SEP's, OHS Plan The ESMP/ESMP Checklist, OHSP, SEP and LMP as part of the feasibility studies will include analysis and quantification of the presences of the amount of waste and hazardous waste materials, specifically asbestos including methodology specifications and bill of quantities for removal, packaging, transport and disposal/interim storage of these waste and hazardous waste materials, personal safety equipment. This will also include the guidelines for the location where the asbestos can be disposed and the temporary storage location for waste and hazardous waste as per the World Bank's ESF, project ESMF and national legislation. PIU will review and approve all documents and designs prepared for this Project in consultation with line ministries of the sub-projects concerned. The sub-project feasibility study consultants will visit each sub-project site at least once, or more if needed, during the preparation of technical documentation. During these visits, the consultants will meet with project beneficiaries to discuss any issues related to sub-project implementation.

Feasibility study consultants shall be responsible for ensuring that respective provisions of sub-project specific ESMPs/ESMP Checklist and OHS Plan are duly incorporated into the project design if the study is feasible for the investment. The feasibility consultant is responsible for organizing and holding stakeholder engagement meetings. The sub-project DSI consultant will be required to retain qualified Environment, Social and Occupational Health and Safety (ESOHS) staff and comply with the monitoring and reporting requirements defined in this section.

### **Supervision Consultant**

The supervision consultant will be responsible for auditing, monitoring, and reporting of the sub-project implementation in a regional base. The consultant will be also responsible for ensuring proper environmental, social and OHS management of all project activities, interviews with DSI consultants, and other project-related persons. The consultant has to retain environmental, social and OHS experts and the implementation of ESMP, OHS Plan, and GM on the site will be controlled by these experts. The procurement of a supervision consultant will be responsible for PIU. There are 21 electrical distribution companies in Turkey. Considering both the legal permissions and the geographical proximity of the buildings to be audited, it is important to make the tenders regionally by evaluating the borders of the distribution companies.

Provincial Directorates of Environment, Urbanization and Climate Change will also be able to carry out the supervision tasks **depending on the workload, human resources and technical capacity**. The Provincial Directorate site engineer will also be responsible for monitoring the DSI consultants' implementation of the ESMP/ESMP Checklist, OHS Plan and related sub-management plans.

### **Design-Supply-Installation Consultant (DSI)**

Design-Supply-Installation Consultant (DSI) will be contacted by PIU for the sub-projects. Consultants shall be also responsible for the preparation of the site-specific sub-management plans as relevant (e.g. LMP), implementing applicable mitigation measures requirements identified in respective sub-project specific ESMP/ESMP Checklist, OHS Plan and LMPs (including Code of Conducts) based on the principles and procedures outlined in this Project level LMP . The civil/construction works consultants will need to retain qualified ESOHS staff and comply with implementing, monitoring, and reporting requirements defined in this section.

Each DSI consultant is responsible for retaining ESOHS staff to oversee compliance with mitigation measures applicable to their scope of work. The DSI consultants are responsible for selecting ESOHS staff, which includes environment, OHS and social capacity, with the necessary skills, experience, and availability to perform their duties adequately. Necessary qualifications include previous experience monitoring the implementation of mitigation measures on a project of similar scope and scale. The experience in World



Bank's ESF is preferred. DSI consultant shall ensure their ESOHS staff have completed all necessary ESOHS training before the sub-project implementation, as required per all requirements concerning the ESMF and other commitments made under the project. ESOHS staff will be responsible for the day-to-day implementation of mitigation measure requirements identified in respective ESMPs/ESMP Checklist, OHS Plan and LMP. EHSS staff will be responsible for:

- Acting as the key point of contact for the PIU EE, SE, OHS experts, as well as supervision consultants, regarding compliance with mitigation measures set out in the site-specific ESMPs/ESMP Checklist, OHS Plan and sub-management plans, as relevant.
- Ensuring that all personnel/workers, including subcontractors, have received OHS, environmental and social training concerning the project requirements set out in the ESMF, site-specific ESMP/ESMP Checklist, OHS Plan and sub-management plans as relevant, as well as LMP and SEP, before work on the project site and have been informed of mitigation measures and their associated responsibilities when working.
- Supporting that all personnel complies with mitigation measures.
- Inspecting active work sites daily, and documenting compliance through the completion of a daily compliance checklist and photographs
- Preparing required reports and managing compliance documentation during all phases of installation
- Supporting that compliance documentation is complete and available for PIU or supervisory body auditing
- Managing any rehabilitation of environmental damage that may have occurred.

To implement the ESMF the PIU, Supervision consultants and DSI Consultant will follow the Process Cycle for Component 1 as presented in Table below:

**Table 1: Process Cycle for Implementation of Component 1 Investments**

	<b>Activity</b>	<b>Lead Responsibility</b>	<b>Secondary Responsibility</b>	<b>Timeline (a month for implementation of the activity)</b>
1.	Establishment of GM at the project and sub-project level	PIU	Supervision Consultants/ PDoEUCC	Before the project's effective date and the start of sub-project activities
2.	Stakeholder Engagement Plan Implementation including Public Consultations with NGOs and stakeholders	PIU	Feasibility Consultant Supervision Consultants/ PDoEUCC	Throughout the project implementation
3.	Establishment of LMP at the project and sub-project level	PIU	DSI Consultant	Throughout the project implementation
4.	Outreach and community public hearing for sub-project implementation	PIU	Feasibility Consultant Supervision Consultant	Throughout the project implementation

5.	Development of sub-project conceptual design, ESMPs/ESMP Checklist, OHS Plan	Feasibility Consultant	PIU	Throughout the project implementation
6.	Development of Technical Design and Sub-Management Plans (ESS instruments)	DSI Consultant	PIU DSI Consultants with project beneficiaries	Throughout the project implementation
7.	Sub-project design approval	PIU	DSI Consultants with project beneficiaries	Throughout the project implementation
8.	Project Appraisal Document (PAD) development and approval	PIU	World Bank	Throughout the project implementation

**7. Policies and Procedures**

This section outlines main policies and procedures to be followed during pre-construction and construction phase of the project. This section will be updated and amended as needed, after construction contract have been awarded.

Contracts with contractors shall contain a provision on the obligation to comply with the current Labor and OHS Law and with this LMP. After contractors are hired for sub- projects, they will prepare Labor Management Plans for their activities in line with this LMP. This will be reviewed and cleared by the PIU before any civil works begin. The Contractor Labor Management Plans will include the Code of Conduct (CoC) included in the Annex-4 of this LMP. The Contractor is responsible for raising awareness on and training all workers on the principles in the procedures and the CoC and the grievance mechanism. In case the contractors engage sub-contractors, contractors shall be under obligation to build in such a provision in the sub-contracts.

Employment of all project workers will be based on the principles of non-discrimination and equal opportunity. There will be no discrimination with respect to any aspects of the employment relationship, including recruitment, compensation, working conditions and terms of employment, access to training, promotion, or termination of employment. Code of Conducts for employees and contractors is in the Annex-4.

The Borrower will inform the World Bank within 3 days 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) as soon as reasonably practicable, but no later than five calendar days after the occurrence of the event. Such events can include strikes or labor protests, serious worker injuries or fatalities, gender-based violence incidents, significant Covid-19 clusters related to project activities or sites, project-caused injuries to community members or property damage. The Borrower will prepare a report on the event and the corrective action and submit to the World Bank within 30 calendar days of the event.

GDCA Human Resources (HR) regulations and procedures comply with national legislation and regulations. Project’s direct workers will be assigned by GDCA from internal human resources, and additional staff may be hired in accordance with the terms of references (ToRs) given in the project documents.

GDCA has internal regulations on employment and health and safety rules. Employment procedures and human resources policy are public and available at the GDCA website. Health and safety-related procedures are designed according to the OHS Law No. 6331 and all Project staff will be trained and informed about health and safety rules. To prevent child labor and forced labor, GDCA policies are designed

to prohibit child labor and forced labor employment. Policies and procedures for this Project aim to achieve objectives of ESS2 and compliance with national labor and OHS laws.

- All project workers shall have employment contracts in writing, including a description of conditions of employment. Workers will sign the employment contract. Terms and conditions of employment will be available at work sites.
- Workers are entitled to a regular salary, as well as to compensation of salary for periods of absence from work or specific conditions of work such as overtime work, work on holidays, weekend, etc.
- Workers shall have a rest period during working hours, weekly rest and annual holidays as prescribed under the law.
- The employment of project workers will be based on the principles of nondiscrimination and equal opportunity. There will be no discrimination with respect to any aspects of the employment relationship, such as recruitment, compensation, working conditions and terms of employment, access to training, promotion, or termination of employment.
- Recruitment procedures will be transparent, public, and non-discriminatory with respect to ethnicity, race, religion, sex, disability, political beliefs, and other grounds included in the Labor Code.
- Applications for employment will be considered in accordance with the application procedures established by the GDCA.
- Clear job descriptions will be provided in advance of recruitment and will explain the skills required for each post.
- The community workers will not pay any hiring fees. If any hiring fees are to be incurred, these will be paid by the Employer.
- 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.
- Working hours are 45 hours per week, and in case of necessity of overtime work, workers will be paid for overtime work as prescribed by the Labor Law.
- Project workers will have access to the grievance mechanism as described in Section 10 of this Procedure.
- Implement measures of protection at work and safety for jobs with increased risk of injury and damage to health, as well as organization of training for workers in such jobs.
- Keep records of workers who are working on tasks with increased risk of injury and harm to health.
- Minimum age of employment will be 18 years.
- Project workers will comply with national laws prohibiting sexual exploitation and abuse and sexual harassment (SEA/SH), as well as the Code of Conduct included in the Annex 3 of this LMP.
- Project workers will be trained on the Code of Conduct included in the Annex 3 of this LMP.
- Compliance with legal notice periods.

Within the scope of OHS measures, a procedure will be established. This procedure will cover the training of community workers, informing workers about possible risks for each type of work, controlling the workers on the job, controlling the working area, and taking the required precautions. Controls will be made as regular visits to the site and also as spot checks. The field workers (the employees of consultant companies who will be responsible for the activities on site) will make regular visits and spot checks.

The OHS obligations and responsibilities for primary supply workers and contracted workers such as trainers and IT company employees will be written to procurement documents and will be checked regularly. Labor legislation regarding health and safety will be implemented to minimize and mitigate OHS risks. Relevant OHS provisions are stated below:

- The employer is obliged to ensure the health and safety of the employees related to the work performed.
- Similarly, the employees are obliged not to jeopardize the health and safety of others and perform duties in accordance with the training and support they receive about occupational health and safety and the instructions of the employer.
- Operate machinery, equipment, tools, equipment, hazardous goods, transportation equipment and other production tools in the workplace in accordance with the rules, to use their safety equipment correctly, and not to remove them arbitrarily.
- Proper use and protection of personal protective gear and equipment provided.
- The employer shall ensure that each worker receives safety and health training. This training shall be provided on recruitment, in the event of a transfer or a change of job, in the event of a change in equipment or introduction of any new technology. The training shall be adapted to take account of new or changed risks and repeated periodically if necessary.
- Employers are obliged to provide adequate personal protective equipment to workers free of charge, including to community workers
- Hygiene and rest facilities provided for community workers should include separate facilities for men and women.

### **Covid-19 Related Regulations**

The Ministry of Health has a national pandemic preparedness plan and various guidelines and measures such as Covid-19 Disease Guideline, Guidance to Covid-19 Outbreak Management and Working, etc., which are in line with WHO and other international standards. The first version of the guideline was published on January 24, 2020. Following the scientific developments and World Health Organization (WHO) guidance/recommendations, it is constantly updated and published on the website of the Ministry of Health together with Covid-19 posters, leaflets, frequently asked questions, and algorithms. Guidance to Covid-19 Outbreak Management and Working has also been prepared by Scientific Advisory Board and it provides measures to be taken at workplaces such as shopping malls, worksites, etc.

Sub-project construction contractors will apply following measures in their respective workplaces related to Covid-19 pandemic:

- Contractors should provide training to all workers on signs and symptoms of Covid-19, how it is spread, how to protect themselves (including regular handwashing and social distancing) and what to do if they or other people have symptoms, as well as policies and procedures listed here.
  - Training of workers should be conducted regularly, providing workers with a clear understanding of how they are expected to behave and carry out their work duties.
  - Training should address issues of discrimination or prejudice if a worker becomes ill and provide an understanding of the trajectory of the virus, where workers return to work.
  - Training should cover all issues that would normally be required on the work site, including use of safety procedures, use of construction PPE, occupational health and safety issues, and code of conduct, taking into account that work practices may have been adjusted.
- A summary of basic guidelines and Covid-19 symptoms should be displayed at all civil works sites in Turkish and other relevant languages. (e.g. Arabic if there are refugees working)
- Workers who are sick or showing possible symptoms should not be allowed on work site, should be isolated and referred to local medical facilities immediately.
- Contractors should review work arrangements, tasks, and hours to allow social distancing.
- Contractors should provide workers with appropriate forms of personal protective equipment, and with designated bins to dispose of such equipment.

- Contractors should ensure handwashing facilities supplied with soap, disposable paper towels and closed waste bins exist at key places at the work site; where there is a toilet, canteen or food distribution, or provision of drinking water; at waste stations; and in common spaces. Where handwashing facilities do not exist or are not adequate, arrangements should be made to set them up. Alcohol based sanitizer (if available, 60-95% alcohol) can also be used.
- Workers will be allowed remove themselves from a work situation which they have a reasonable justification to believe presents an imminent and serious danger to their life or health (with no reprisal for reporting or removing themselves).

## **8. Age of Employment**

Turkish law prohibits anyone under 18 from performing hazardous work, and construction is considered hazardous. Thus, no construction workers under the age of 18 years will be employed. As GDCA is a government agency no one under the legal age (18 years) is permitted to work within the institution. Therefore, child labor risks are not expected in relation to the project.

The project contractors will be required to verify the age of all workers. This will require workers to provide official documentation, which could include a birth certificate, national identification card, passport, or driver licenses.

If a child under the minimum age (18 years) is discovered working on the project, measures will be taken to immediately terminate the employment or engagement of the child in a responsible manner, considering the best interest of the child.

## **Terms of Conditions**

Terms and conditions of employment by GDCA are governed by the provisions of the Civil Servants Law (No: 657) and GDCA HR policies. GDCA employees are provided with all the benefits and social rights as mandated by the national legislation (i.e. overtime, paid annual leave, family leave, sick leave, unpaid leave, maternity, and paternity leave, etc.).

Maximum weekly working hours allowed by national legislation is 45 hours. The members of PIU team, workers of contracted bodies such as trainers, consultants, and IT companies (direct and contracted workers) will be governed by the provisions of national legislation.

Wages, working hours, maximum working hours, annual leaves and any other rights and benefits will apply to direct and contracted workers. Regarding the rights and benefits of contracted workers, the contracts between the firms and GDCA will be in line with the national legislation. However, consultancy firms will be responsible for ensuring that this LMP applies to the contracted workers.

## **9. Grievance Mechanism**

The Grievance Mechanism (GM) is an arrangement that provides channels for project stakeholders to provide feedback and/or express their concerns and grievances related to project activities. Through this, the GM allows also for the identification and resolution of issues affecting the project. By increasing transparency and accountability, the GM aims to reduce the risk of the project inadvertently affecting citizens/beneficiaries and serves as an important feedback and learning mechanism that can help improve project impact.

The PUMRE Project will be managed by a new team under the same PIU which has already been established for another World Bank financed Project; EEPB that aims to reduce energy use and in central government buildings and develop a transition plan to develop and scale-up suitable sustainable financing and institutional mechanisms.

The GM will also serve for the project employees including PIU construction supervisors and contractors as it addressed in this document. The construction contractors will prepare their Labor Management Plans before the start of civil works, which will also include detailed description of the workers' grievance mechanism.

The MoEUCC currently has a call center that can be accessed via both phone and website. This call center is used for all site-related issues that are being carried out by the MoEU. The MoEU/GDCA will operates a website for PUMRE Project where all relevant information is being disclosed for review. Moreover, through the complaint submissions section and an e-mail address, the PIU is able to collect concerns and grievances from all stakeholders. The principle of confidentiality and the right to make anonymous complaints will be enabled:

<b>E-mail</b>	<a href="mailto:yigmenerji@csb.gov.tr">yigmenerji@csb.gov.tr</a>
<b>Project Webpage</b> <i>Energy Efficiency in Public Buildings Project</i>	(will be included once the website is developed)
<b>MoEU Call Center</b>	Alo181
<b>Grievance Submission</b>	

Within the scope of PUMREP Project, request/suggestion/grievances will be handled at different levels: (a) contractor level; (b) construction supervision level; (c) MoEUCC Provincial Directorates level; (d) national level MoEUCC Project Implementation Unit (PIU).

- a) **DSI Consultant:** The DSI consultants will be responsible for supplying grievance boxes, installing them in each building, designing and printing posters and brochures about the grievance mechanism and the project, registering grievances/concerns/suggestions by filling out the Complaint and Suggestion Form (provided in Annex 1 and 2 respectively), taking necessary actions to address the grievances/concerns/suggestions, sending the records to the Supervision Consultant and PIU on weekly basis. The DSI Consultant is also responsible to setting up a Grievance Mechanism (GM) for the project workers which will be detailed in further section.
- b) **Supervision Consultant:** Each Supervision Consultant will be responsible for receiving, recording and if possible, resolving the grievances/concerns/suggestions that are raised by any stakeholder (public building management, building users, visitors, host communities, or beneficiaries, etc.) due to the installation works within the scope of the PUMRE Project. The Supervision Consultant will record the grievance/concern/suggestion through the Complaint and Suggestion Form and the Grievance Clos-out Form (provided in Annex 1 and 2 respectively). If the Supervision Consultant is not able to resolve the requests/suggestions/grievances, they are obliged to direct the issue to the PIU. The Supervision Consultant is obliged to send the record of the grievance/concern/suggestions to the MoEUCC on monthly basis
- c) **Provincial Directorates of Environment, Urbanization and Climate Change Level:** Provincial Directorate of Environment, Urbanization and Climate Change (PDoEUCC) will be responsible for taking the necessary measures to address received requests/suggestions/grievance regarding the activities carried out within the scope of the PUMRE Project to the extent possible. The Provincial Directorates will also immediately forward all received requests/suggestions/grievances to the Administration, whether the issues are addressed or not. The PDoEUCC is obliged to send the record of the grievance/concern/suggestions to the MoEUCC on monthly basis. The MoEUCC Provincial Directorates responsible for supervision works will also be responsible for the implementation of the GRM Procedure.

- d) **MoEUCC:** Within the scope of PUMRE Project, MoEUCC is the main responsible party to collect, record, and resolve all requests/suggestions/grievances raised by stakeholders through the above-mentioned levels. There will be a central grievance record to be kept by the social specialist of PIU. MoEUCC is responsible for resolving the collected requests/suggestions/grievance within 30 days and informing the owner of the requests/suggestions/grievances about the result.

In addition to the above-mentioned communication channels, the stakeholders may also utilize the Presidency's Communication Center (CIMER) to submit their concerns and grievances about the project implementation. The communication channels of CIMER are given below.

<b>Webpage</b>	<a href="https://www.cimer.gov.tr">https://www.cimer.gov.tr</a> <a href="https://giris.turkiye.gov.tr/">https://giris.turkiye.gov.tr/</a>
<b>Hotline</b>	Alo 150
<b>Mail Address</b>	T.C. Cumhurbaşkanlığı Külliyesi 06560 Beştepe – Ankara
<b>Phone</b>	+90 312 590 2000
<b>Fax</b>	+90 312 473 6494

## 9.1. Project GM

Civil Servants Code and its relevant regulation provide for the grievance procedure for civil servants. - Pursuant to Article 21 of Law No. 657 (Civil Servants Law); Civil servants have the right to file a complaint and file a lawsuit against their institutions. Appeals and complaints (letter of application, petition etc.) are made by submitting the complaints to the next superior in the hierarchy after the employee's direct superior. Applications and complaints are examined and notified to the relevant party as soon as possible. The complaint must be concluded within 30 days, from date of receipt of the first disciplinary supervisor authorized to decide. Civil Servants who exercise their right to complain cannot be fined for their complaints. However, consultants (direct workers) and contracted workers in the project cannot use the grievance mechanism available to civil servants. They will be covered under a project GM.

GDCA has an existing grievance mechanism for its stakeholders, partners and project beneficiaries about the products and services provided and all grievances are submitted via GDCA hotline `Alo181` which is both accessible via phone and website (see Annex 1). All complaints/opinions/suggestions coming to ALO181 will be directed to PIU by the call center officers.

Under the project GM, PIU employees and supervision consultants will be able to submit grievances related to labor and working conditions issues. Such grievances will be resolved and reported on separately from grievances submitted by project affected people. In addition, workers' grievance mechanism will be established to enable project workers to raise workplace concerns including Sexual exploitation and Abuse/Sexual Harassment (SEA/SH). The content and procedures of the new grievance mechanism is given below in detail.

## 9.2. Workers' GM

The MoEUCC PIU, Supervision Consultant and DSI Consultant will develop and implement a grievance mechanism for their workforce including sub-contractors, prior to the start of works. The workers' grievance mechanism will include; (i) a procedure describing the flow of the GM, (ii) timeframes to respond to grievances and to resolve cases, (iii) a register sheet to record and track the timely resolution of grievances; (iv) a contact person responsible to receive, record, address and track resolution of grievances. The workers of Feasibility Study Consultant will apply to PIU for their grievances through the project web site.

The Supervision Consultant, DSI Consultant and PDoEUCC will record, solve the grievances of workers and report to PIU in monthly progress reports.. The process will be monitored by the GM Contact person (social specialist) in the MoEUCC. MoEUCC will also record and resolve the grievances of its employees and compile all data gathered from different levels (Supervision Consultant, PDoEUCC and DSI Consultant) in a central log.

The workers will be informed about the existence of the grievance mechanism which will be available to all project workers (direct and contracted; including the PIU staff) through notice boards, the presence of “suggestion/complaint boxes” and other means as needed. Besides, the workers’ grievance mechanism will be described during the staff induction trainings, which will be provided to all project workers.

The mechanism will be based on the following principles:

- The process will be transparent and allow workers to express their concerns and file grievances.
- There will be no discrimination against those who express grievances and any grievances will be treated confidentially.
- Anonymous grievances will be treated equally as other grievances, whose origin is known
- Management will treat grievances seriously and take timely and appropriate action in response

Information about the existence of the workers’ grievance mechanism will be available to all project workers (direct, contracted,) through notice boards, the presence of “suggestion/complaint boxes”, call center, announcements during training, seminars, meetings, access link on main page of project website, project printed materials that will be distributed to workers, social media and other means as needed. The Project grievance mechanism will not prevent project workers to use other judicial or administrative remedies available under the law.

The project and workers’ grievance mechanism will be established by Project effectiveness.

GDCA will develop and adapt its current grievance and complaints procedures and mechanisms for the project’s necessities. The PIU will be responsible for managing grievance mechanism and responding to grievances and complaints received in the scope of the Project.

In addition, the project GM will include a channel to receive and address confidential complaints related with Sexual Exploitation, Abuse/Sexual Harassment and lack of Covid-19 measures with special measures in place.

## **10. Contractor Management**

Construction, infrastructure and other contracts will include provisions related to labor and occupational health and safety as provided in the World Bank Standard Procurement Documents and Government of Türkiye (GT) legislation.

The PIU will manage and monitor the performance of contractors in relation to contracted workers, focusing on compliance by contractors with their contractual agreements (obligations, representations, and warranties) and labor management procedures. This may include periodic audits, inspections, and/or spot checks of project locations and work sites as well as of labor management records and reports compiled by contractors. During the site visits and monitoring activities, the progress achieved, health and safety-related issues and child and forced labor employment status will be observed. If any dispute is determined the supplier will be notified to prevent the dispute in no more than 20 calendar days. If the dispute still exists after 20 calendar days, the agreement with the supplier will be terminated immediately.

Contractors that are managing the construction, infrastructure and other civil works of the Project will have the following duties, but their duties will not be limited to below mentioned:

- The Contractor is in the situation of Employee against their employees in accordance with the business scope.



- For the purpose to create a healthy and secure working environment; to determine the OHS precautions, to provide execution of such precautions, to monitor, audit and develop, to prevent the occupational accidents and occupational diseases, to provide first aid and emergency response to the workers and to provide protective health and safety services. Within this context, OHS Expert will review all kinds of written document that have been provided by the workplace doctor and obligated to return in writing to matters that have been objected in order to execute such determined actions.
- Responsible to provide tools and means, execute the organizations and take all kinds of precautions including the providing training and information to prevent occupational risks in order to protect the health and safety of the workers.
- They will have the continuous purpose and work on increasing the current situation and to make the health and safety precautions to be in accordance with the changing conditions.
- They will provide that the works do not pose additional risks to community health and safety and to take all necessary measures to ensure this.
- Contractor will provide training to all workers on the Code of Conduct and the grievance mechanism.

This LMP will be an annex to bidding documents for contractors. In the selection process of contractors, various criteria will be specified in tender documents such as previous works completed, previous experience, qualification of contractor's human resources, compliance in health and safety issues, precautions taken on child labor and forced labor employment. According to the selection criteria, the ones who comply the best will be selected as contractors.

## **11. Primary Supply Workers**

The primary suppliers shall be companies that will provide construction equipment and machinery. Even Though these sectors are not known to involve significant risks of child labor and forced labor the DSI Consultant will The consultant will receive an written Procurement process will include those declarations Forced Labor Performance Declaration (which covers past performance) and Forced Labor Declaration (which covers future commitments to prevent, monitor and report on any forced labor, cascading the requirements to their own sub-contractors and suppliers). There will be strengthened contract clause on Forced Labor on DSI Consultant contract

commitment from the PV panel suppliers that no child labor or forced labor is involved.

In instances where local suppliers would be engaged, the PIU will carry out due diligence procedure to identify if there are significant risks that the suppliers are exploiting child or forced labor or exposing worker to serious safety issues.

In instances where foreign suppliers would be procured, GDCA's PIU will inquire during the procurement process whether the supplier has been accused or sanctioned for any of these issues and 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 GDCA will use the World Bank's Standard Procurement Documents (SPD) documents for equipment procurement, which covers remedies for non-compliances.

# **ANNEXES**

## Annex- 1. Grievance Register Form

<b>Reference No</b>	
<b>Full Name*</b> (Anonymous applications are also received. If you want to keep your application anonymous, then please mark how you wish to be contacted below)	
Please mark how you wish to be contacted (mail, telephone, e-mail).	E-mail (please provide e-mail) _____ @ _____
	Phone (please leave the phone number) (____) _____
	Posta (please provide mail address)
<b>Province/Town/Settlement</b>	
<b>Date</b>	
<b>Category of the Grievance</b>	
2. On assets/properties impacted by the project	
3. On infrastructure	
4. On decrease or complete loss of sources of income	
5. On environmental issues (ex. Noise, pollution, waste management)	
6. On employment	
7. On traffic, transportation and other risks	
9-Other (if confidential, please directly call the PIU):	
<b>Description of the Grievance</b> What did happen? When did it happen? Where did it happen? What is the result of the problem?	
<b>What would you like to see happen to resolve the problem?</b>	
<i>Although giving name and address is not compulsory, it should be kept in mind that during the feedback process regarding the grievance some problems may occur due to lack of information.</i>	

Signature:

Date:

## Annex- 2. Grievance Close-Out Form

Grievance closeout number:	
Define immediate action required:	
Define long term action required (if necessary):	
Compensation Required?	<input type="checkbox"/> YES <span style="margin-left: 150px;"><input type="checkbox"/> NO</span>
<b>CONTROL OF THE REMEDIATE ACTION AND THE DECISION</b>	
Stages of the Remediate Action	Deadline and Responsible Institutions
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

### COMPENSATION AND FINAL STAGES

This part will be filled and signed by the complainant after s/he receives the compensation fees and his/her complaint has been remediated.

Notes:

*[Name-Surname and Signature]*

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

Of the Complainant:

Representative of the Responsible Institution/Company  
*[Title-Name-Surname and Signatur*

## Annex- 3. Code of Conduct

### 1. Code of Conduct

**[Note to Client: for Feasibility Consultants, DSI Consultants and Supervision Consultants :**

*A minimum requirement for the Code of Conduct should be set out by the Client, taking into consideration the issues, impacts, and mitigation measures identified, for example, in:*

- *project reports e.g. ESIA/ESMP*
- *any GBV/SEA/SH requirements*
- *consent/permit conditions (regulatory authority conditions attached to any permits or approvals for the project)*
- *required standards including World Bank Group EHS Guidelines*
- *relevant international conventions, standards or treaties, etc., national, legal and/or regulatory requirements and standards (where these represent higher standards than the WBG EHS Guidelines)*
- *relevant standards e.g. Workers' Accommodation: Process and Standards (IFC and EBRD)*
- *relevant sector standards e.g. workers' accommodation*
- *grievance mechanisms.*

*The types of issues identified could include risks associated with labor influx, spread of communicable diseases, sexual harassment, gender-based violence, illicit behavior and crime, and maintaining a safe environment etc.]*

*[Amend the following instructions to the Consultant taking into account the above considerations.]*

*A satisfactory code of conduct will contain obligations on all Consultant's Experts and workers that are suitable to address the following issues, as a minimum. The consultants will prepare their own code of conduct based on this annex and during the implementation period all consultants and workers will be required to follow it. Additional obligations may be added to respond to particular concerns of the region, the location and the project sector or to specific project requirements. The code of conduct shall contain a statement that the term "child" / "children" means any person(s) under the age of 18 years.*

The issues to be addressed include:

1. Compliance with applicable laws, rules, and regulations
2. Compliance with applicable health and safety requirements to protect the local community (including vulnerable and disadvantaged groups), the Consultant's Experts, the Client's personnel, and the Contractor's personnel, including sub-contractors and day workers (including wearing prescribed personal protective equipment, preventing avoidable accidents and a duty to report conditions or practices that pose a safety hazard or threaten the environment)
3. The use of illegal substances
4. Non-Discrimination in dealing with the local community (including vulnerable and disadvantaged groups), the Consultant's Experts, the Client's personnel, and the Contractor's personnel, including sub-contractors and day workers (for example, on the basis of family status, ethnicity, race, gender, religion, language, marital status, age, disability (physical and mental), sexual orientation, gender identity, political conviction or social, civic, or health status)
5. Interactions with the local community(ies), members of the local community (ies), and any affected person(s) (for example to convey an attitude of respect, including to their culture and traditions)
6. Sexual harassment (for example to prohibit use of language or behavior, in particular towards women and/or children, that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate)
7. Violence, including sexual and/or gender-based violence (for example acts that inflict physical, mental or sexual harm or suffering, threats of such acts, coercion, and deprivation of liberty)

8. Exploitation including sexual exploitation and abuse (for example the prohibition of the exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading behavior, exploitative behavior or abuse of power)
  9. Protection of children (including prohibitions against sexual activity or abuse, or otherwise unacceptable behavior towards children, limiting interactions with children, and ensuring their safety in project areas)
  10. Sanitation requirements (for example, to ensure workers use specified sanitary facilities provided by their employer and not open areas)
  11. Avoidance of conflicts of interest (such that benefits, contracts, or employment, or any sort of preferential treatment or favors, are not provided to any person with whom there is a financial, family, or personal connection)
  12. Respecting reasonable work instructions (including regarding environmental and social norms)
  13. Protection and proper use of property (for example, to prohibit theft, carelessness or waste)
  14. Duty to report violations of this Code
  15. Non-retaliation against personnel who report violations of the Code, if that report is made in good faith
- The Code of Conduct should be written in plain language and signed by each Expert to indicate that they have:*
1. received a copy of the code,
  2. had the code explained to them,
  3. acknowledged that adherence to this Code of Conduct is a condition of employment, and
  4. understood that violations of the Code can result in serious consequences, up to and including dismissal, or referral to legal authorities.

*A copy of the code shall be displayed in the Engineer's office. It shall be provided in appropriate languages.*