CLIMATE AND DISASTER RESILIENT CITIES PROJECT

Labor Management Procedure

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# Abbreviations and Acronyms

| Definition or Abbreviation | Explanation |
| --- | --- |
| CERC | Contingent Emergency Response Component |
| CİMER | Presidential Communications Center |
| CoC | Code of Conduct |
| ESF | Environmental and Social Framework |
| ESMF | Environmental and Social Management Framework |
| ESMP | Environmental and Social Management Plan |
| ESS | Environmental and Social Standard |
| ILBANK | İller Bankası Anonim Şirketi Genel Müdürlüğü [Directorate General of Provincial Bank Trade Incorporation] |
| LMP | Labor Management Procedure |
| MoEUCC | Ministry of Environment, Urbanization and Climate Change |
| OHS | Occupational Health and Safety |
| PDoEUCC | Provincial Directorate of Environment, Urbanization and Climate Change |
| PMU | Project Management Unit |
| PPE | Personal Protection Equipment |
| Project | Climate and Disaster Resilient Cities Project |
| SEP | Stakeholder Engagement Plan |
| WB | World Bank |

# Executive Summary

The Climate and Disaster Resilient Cities Project, which is planned to be implemented through World Bank funding, aims to increase resilience to earthquake risk and to manage the impacts caused by natural disasters in Project provinces (Istanbul, Izmir, Kahramanmaras, Manisa and Tekirdag). The Project will support the development of a pilot program in order to develop a multiple hazard risk assessment methodology and disseminate an inclusive and participatory urban transformation strategy that promotes the needs of vulnerable groups while addressing key policy and sectoral bottlenecks.

One of the mandatory documents to be prepared for the Climate and Disaster Resilient Cities Project is the Labor Management Procedure (LMP). The Labor Management Procedure (LMP) of the Project has been prepared in accordance with the relevant national legislation, the Environmental and Social Standard 2 (ESS2) of the World Bank Environmental and Social Framework (ESF) and the relevant international standards. The ESS2 acknowledges the importance of job creation and income generation in the pursuit of poverty reduction and inclusive economic growth. By treating Project workers fairly and providing safe and healthy working conditions, the Ministry of Environment, Urbanization and Climate Change (MoEUCC) can promote sound worker-management relationships and increase the development benefits of a Project.

This Labor Management Procedure encourages the implementation of a systematic approach to improve the management of risks and impacts related to labor and working conditions of sub-projects of the Climate and Disaster Resilient Cities Project. The environmental and social assessment defines the ways, in which, national laws and ESS2 requirements are applied to the Project.

The Climate and Disaster Resilient Cities Project will include direct workers, contracted workers and primary supply workers. The Project may employ part-time, temporary and possibly migrant workers. This Labor Management Procedure identifies potential adverse risks and impacts on Project workers and addresses impact-reducing measures, including the Grievance Mechanism, which is intended to collect and respond to complaints, suggestions and observations of workers.

# Introduction

## Project Overview

The Climate and Disaster Resilient Cities Project (Project), which is planned to be implemented through World Bank (WB) funding, aims to increase access to seismic and climate resilient housing, urban infrastructure and services in selected provinces in Türkiye (Istanbul, Izmir, Kahramanmaras, Manisa and Tekirdag), and to respond promptly and effectively in the event of an eligible crisis or emergency. It will support the development of a pilot program in order to develop a multiple hazard risk assessment methodology and disseminate an inclusive and participatory urban transformation strategy that promotes the needs of vulnerable groups while addressing key policy and sectoral bottlenecks.

The Project includes five components: (1) Institutional strengthening to enable conditions for urban resilience (MoEUCC); (2) Expanding access to resilient housing (MoEUCC); (3) Investments in climate and disaster resilient municipal infrastructure (ILBANK); (4) Project management, monitoring and evaluation (4a: For Component 1, 2 and 5 (MoEUCC); 4b: For Component 3 (ILBANK)); and (5) Contingent Emergency Response Component (CERC). MoEUCC is implementing Components 1, 2, 4a (project management) and 5; ILBANK is implementing Components 3 and 4b (project management).

## Purpose and Objectives of LMP

This Labor Management Procedure (LMP) explains the requirements regarding the labor and working conditions to be applied during the pre-construction, construction and post-construction stages of Components 1, 2, 4a, and 5 of the Project, which will be funded by the WB and implemented by the MoEUCC. It aims to promote fair and equitable labor practices in all sub-projects to ensure fair treatment, non-discrimination and equal opportunity for workers. The Project aims to protect the rights of Project workers and to ensure management and control of activities that may pose a risk to the labor.

This LMP describes requirements and expectations in terms of labor and working conditions compliance, reporting, roles and responsibilities, monitoring and training. This LMP has adopted WB Environmental and Social Standard (ESS) 2 “Labor and Working Conditions”; it has been prepared by the MoEUCC and will apply to all Project workers. It explains how to comply with the requirements of ESS2 and Turkish national labor, employment and Occupational Health and Safety (OHS) laws.

This LMP assesses potential labor risks and impacts and explains how to mitigate them. The MoEUCC will make reasonable efforts to require Project contractors or other labor supplying parties to implement this LMP.

This LMP is a 'living' document and will be updated when more information is available. Since the implementation within the scope of Component 3 will be carried out by ILBANK, this LMP does not apply for Component 3 (a separate LMP has been prepared by ILBANK for Component 3).

# Overview of Labor Use in the Project

## Labor Types

The Project is expected to employ the following categories of workers defined by ESS2. The expected type of Project workers is also presented below.

Direct Workers

Direct workers will include employees of the MoEUCC in supervisory and technical roles who will work directly in the Project. Employees of the MoEUCC are civil servants, so the provisions of ESS2 regarding prohibitions of OHS, child and forced labor will also apply for the personnel of the MoEUCC. They will continue to be subject to the terms and conditions of their existing public sector employment contracts. The estimated number of direct workers will not exceed 5 personnel from the technical and financial departments of the MoEUCC and/or the Provincial Directorate of Environment, Urbanization and Climate Change (PDoEUCC). It is also assumed that existing employees from the relevant PDoEUCC of the MoEUCC will be assigned to work on the Project as direct workers.

The MoEUCC is also expected to hire independent consultants specializing in specific disciplines (such as design review, construction inspection, social security and environmental assessment and community relations). These consultants will be recruited under individual contracts with specific definitions of assigned duties and responsibilities. The WB Purchasing Guide will be applied in the selection of consultancy services.

Contracted Workers

Workers hired by Project contractors and their subcontractors are categorized under contracted workers. They will take part in the following stages of the Project:

* Pre-construction phase, covering the procurement of Project goods and materials and the review of technical designs, Project documents,
* Construction phase, covering construction activities.

Community Workers

Community workers will not be employed in the Project.

Primary Suppliers

Primary supply workers will be employees of companies that continuously provide goods or materials directly to the Project, which are necessary for the basic functions of the Project.

Migrant Workers

The Project is expected to have a combination of local workers from nearby settlements and workers from other parts of Türkiye. Previous experience with construction projects indicates that contractors and subcontractors will probably employ workers from various regions of Türkiye. These "in-migrants" will be workers who already have experience working in the field of earthworks and construction in different regions of the country. Worker distribution to be employed by contractors, based on previous experience, is expected to be around 40 percent from other regions of Türkiye and 60 percent from the local area near the Project site.

Considering the nature of construction projects in Türkiye and the characteristics of the labor market, the number of female workers is not expected to be high. It is estimated that; women make up about 10 percent of the labor, and these will be staff working in technical offices (engineers-technicians).

All employees will be over 18 years of age, and based on previous experiences, the average age of workers is estimated to be between 30-50 years.

## Number of Project Workers

Direct Workers

The number of technical and expert workers from the MoEUCC and/or the PDoEUCC, who will work directly on the Project, is expected to be between 30 and 40 in total.

Contracted workers

Although the exact number of contracted workers to be employed within the scope of field-related, IT-related, educational-related and visibility-related jobs is unknown at this time, it will become clearer when the implementation of the Project begins.

Primary Suppliers

The number of primary supply workers to be employed by primary suppliers is currently unknown. The number of workers in question will be known when the implementation of the Project begins.

## Characteristics of the Project Workers

The Project will not employ any workers under the age of 18. Turkish law prohibits workers under 18 from working in dangerous jobs environment (according to hazard classes), and existing business classification considers construction works as a hazardous industry.

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

Project workforce mostly includes unskilled and semi-skilled construction labor; and based on that nature and characteristics of labor force market in Türkiye, the number of female workers is not expected to be high. Based on estimations, women will represent about 10 percent of the labor, and most will likely be personnel working in technical (engineering) and/or operations offices. All workers will be over 18 years of age and probably 30-50 years old on average.

Construction workers are expected to stay at rental houses close to the construction site.

## Scheduling of Labor Requirements

When each urban transformation application is evaluated as a sub-project in terms of the scheduling of labor requirements in the Project, it is contemplated that the stage where the labor requirement will be highest is the construction phase where construction activities are carried out. During the pre-construction planning phase, number of direct workers and technical and expert workers of contractors and consultants will be highest. With the commencement of construction activities, direct workers, technical and expert workers of contractors and consultants, as well as subcontractors of contractors and other contracted workers will start working.

Direct workers and contracted workers will be hired on a need basis. Therefore, they can be employed full-time or part-time, depending on the needs and contract arrangements.

# Assessment of Key Potential Labor Risks

The key labor risks related to OHS risks associated with construction activities of sub-projects such as exposure to physical, chemical and biological hazards are estimated as follows: heavy equipment use, trip and fall hazards, exposure to noise and dust, falling objects, exposure to hazardous materials and exposure to electrical hazards arising from the use of tools and machinery. Persons under the age of 18 will not be employed in the Project, as construction activities will involve hazardous work. Many workers will be exposed to OHS hazards, including but not limited to:

* Working at a height
* Electric shocks and arc failure burns (use or faulty of electrical appliances such as cable plugs, cords, hand tools)
* Electrical works
* Exposure to chemicals (such as paints, solvents, lubricants and fuels)
* Chainsaws and tree falls during logging
* Traffic accidents
* Excavation hazards
* Lifting of heavy objects
* Rebar accidents
* Exposure to construction-induced air emissions (dust, silica and asbestos)
* Ergonomic hazards during construction
* Welding hazards (smoke, burns and radiation)
* Steel erection (towers) hazards
* Lack of awareness about OHS requirements such as the use of personal protective equipment (PPE) and safe workplace practices
* Use of rotating and moving equipment

In Turkiye, overtime hours are a potential labor risk in the construction sector. Due to the limited time period of the Project and the seasonal constraints of the construction works, it is a possible risk for contracted workers to work overtime above the annual limit set by the Labor Law. Reducing this risk is described in the Terms and Conditions section.

In addition, some potential human rights risks may arise between the local community and Project workers or among the workers themselves. These risks are generally:

- Gender discrimination,- Sexual violence,- Forced Labor- Sexual harassment,- Child labor

For this reason, precautions regarding these risks have been determined and explained in Chapter 10 Labor Influx and Gender-Based Violence.

Since sub-projects will be carried out in urban areas, majority of the labor will be recruited from Project provinces and thus sub-projects are not expected to have labor influx risks. The majority of the workforce will be Turkish citizens. However, if other labor risks arise during Project implementation, the Project Management Unit (PMU) will develop procedures to prevent further impact.

# Overview of Labor Legislation: Terms and Conditions

According to the Labor Law No. 4857, the main categories of employment contracts are:

* Fixed-term (fixed- duration) and Indefinite-term (undetermined duration) Employment Contracts
* Full-Time and Part-Time Employment Contracts,
* Permanent and Temporary Employment Contracts,
* Seasonal Employment Contracts (Indefinite-Definite Duration),
* Work-on-Call Contracts,
* Employment Contracts With or Without Trial Periods,
* Team Employment Contracts.

According to Article 10 of the Labor Law No. 4857, employment lasting only up to 30 days is temporary and longer-term employment is defined as permanent. If employment is temporary, the provisions of the Law on Debts are applied in certain matters defined in the Labor Law.

Article 5 of the Labor Law No. 4857 adopts the principle of equal treatment of all employees. According to this; unless there are substantial grounds, employers cannot treat a part-time worker different as compared to a full-time worker; nor a fixed-term worker different than an indefinite-term worker.

## Wages and Deductions

Article 32 of the Labor Law No. 4857 defines wages in general as “the amount provided to a person by the employer or third parties in exchange for a job and paid in money”. Without discrimination, every worker has the right to be paid for the work he/she conducts. A worker’s salary cannot be lower than the minimum wage set by the state. There is a national minimum wage that applies to all workers in Türkiye. According to Article 39 of the Labor Law; minimum limits of wages are determined by the relevant commission of the Ministry of Labor and Social Security no later than every two years.

Pursuant to Article 34 of the Labor Law No. 4857; a worker whose wage is not paid within twenty days from the date of payment, except for force majeure, may refrain from fulfilling his/her obligation to work. For this reason, the failure of the workers to fulfill their duty to work based on their personal decisions cannot be qualified as a strike, even if it gains a collective character numerically. The highest interest rate applied to deposits is applied for the salaries not paid on the due date. Therefore, these workers cannot be replaced with new workers, their employment contracts cannot be terminated based on their failure to work and their jobs cannot be made completed by other workers.

In accordance with Article 38 of the Labor Law No. 4857; the employer cannot impose a wage cut penalty to the worker, except for the reasons stated in the collective agreement or employment agreements. The deductions to be made as a penalty from the wages of the workers must be notified to the worker immediately, together with the reasons. The deductions to be made from the wages of the workers in this way cannot exceed the amount of two daily wages in a month or, in case of the wages given per piece or according to the amount of work done, two days of earning. That money is deposited within one month from the date of issue to one of the banks established in Türkiye that has the authority to accept deposits to be specified by the Ministry of Labor and Social Security account for the education and social services of the workers. Every employer is obliged to keep a separate account of these funds in the workplace.

## Working Hours

According to the Labor Law No. 4857; in general, the working time is a maximum of forty-five hours per week. Unless otherwise agreed, this period is applied by dividing it equally into the working days of the week in workplaces.

Pursuant to Article 63 of the Labor Law No. 4857, with the agreement of the parties, the weekly normal working time may be distributed differently to the working days of the week, provided that it does not exceed eleven hours per day. In this case, the average weekly working time of the worker within two months cannot exceed the normal weekly working period. The equalization period can be increased up to four months with collective bargaining agreements.

In accordance with Article 67 of the Labor Law No. 4857, the starting and ending times of daily work and the rest hours are announced to the workers at the workplaces. Depending on the nature of the work, the start and end times of the work can be arranged differently for the workers.

## Rest Breaks

Workers are allowed to rest for at least twenty-four hours (weekly rest day) uninterrupted in a seven-day period, provided that they have worked up to 45 hours on the days before the weekly rest day. According to the law, employers are not entitled to deduct this weekly rest period from their worker’s wages. In addition, Article 68 of the Labor Law states that workers have a rest period that varies depending on the working time. Each worker has the right to a break of 15-minute break for work lasting up to four hours; a 30-minute break for work lasting up to 7.5 hours, and a one-hour break for work lasting more than 7.5 hours.

These rest periods are the minimum duration and must be given continuously. However, these periods can be used intermittently with contracts, taking into account the climate, season, traditions in that place and the nature of the work. Rests can be given to workers at the same or different times in a workplace. Breaks are not counted as working time.

## Leave

According to Article 53 of the Labor Law, workers who have served at least one year in the workplace, including the trial period, are granted annual paid leave. The duration of the workers' annual paid leave is;

* If the service period is between one and five years, fourteen days (including five),
* Twenty days if more than five years and less than fifteen years,
* Twenty-six days (including fifteen) if fifteen years or more.

The annual paid leave duration cannot be less than twenty days for workers who are over the age of fifty. The provisions of this Law regarding annual paid leave do not apply to workers, working in seasonal or other jobs lasting less than one year in nature.

According to Article 55 of the Labor Law, national holidays, weekly rest days and public holidays that coincide with the annual leave period cannot be included in the annual leave period.

According to Article 74 of the Labor Law, female workers cannot be employed for a total of sixteen weeks, eight weeks before giving birth and eight weeks after giving birth. In the case of a multiple pregnancy, an additional two weeks is added to the eight weeks before the delivery, during which female workers must not work. However, if she wishes, a female worker can work at the workplace for up to three weeks before giving birth, providing a doctor's report that proves her health condition is suitable. In this case, the duration of work will be added to the leave duration granted to her after the birth.

If the female worker wishes, she is given unpaid leave for up to six months after the end of the sixteen-week period, or after the end of the above-mentioned eighteen-week period in case of multiple pregnancy. This period is not taken into account in determining the one-year service period for the worker’s annual paid leave entitlement.

A total of one and a half hours of breastfeeding leave is given to female workers so that they can feed their children under the age of one. The worker decides for herself when and how many times she will use this leave. The length of the maternity leave is considered as part of the daily working time.

## Overtime Work

According to Article 41 of the Labor Law; overtime work is working more than forty-five hours per week limit regulated within the framework of the conditions written in the law. An employer may require workers to do overtime. Worker consent is required for overtime work. Total overtime may not exceed two hundred and seventy hours per year.

For each overtime hour, wages are paid by increasing the amount per hour of normal work wage by twenty-five percent per hour.

Pregnant women and breastfeeding mothers cannot be required to do overtime work.

## Labor Disputes

Under the Labor Law, employers can terminate contracts in two ways: (i) to give a valid reason (Articles 18-19) or (ii) termination with a valid reason (Article 25). If the contract of a worker with at least six months of seniority in a workplace with at least 30 employees is terminated, the worker may benefit from certain protections under the Labor Law. In order to terminate the employment contract effectively, the worker must be given a written notice and the legal notice periods must be followed. However, in some cases, employers may terminate the employment relationship for a fair reason (for health reasons, immoral, dishonorable or malicious behavior or other similar behavior, force majeure). In these cases, the employer is not obliged to comply with the legal notice periods and may terminate immediately.

National labor legislation contains provisions that allow workers to resolve disputes where there is a dispute between employer and worker about the essential terms and conditions of an employment contract or other aspects of work. Such disputes will be resolved in accordance with the Law on Mediation in Civil Disputes No. 6325 and Article 20 of the Labor Law No. 4857.

In accordance with the provisions of the Labor Courts Law, the worker whose employment contract is terminated, must apply to a mediator with an allegation that no reason is given in the termination notice or that the reason shown is not valid; and should make a request for reemployment within one month from the date of notification of the termination notice. If an agreement cannot be reached at the end of the mediation activity, a lawsuit can be filed in the labor court within two weeks from the date of the last report. If the parties agree, the dispute can be brought to a special arbitrator instead of the labor court at the same time. In case of procedural rejection of the case due to direct litigation without contacting the mediator, decision shall be notified ex officio to the parties. An application to the mediator can be made within two weeks from the ex officio notification of the finalized refusal decision. The burden of proving that the termination was based on a valid reason shall rest on the employer. If the worker claims that the termination is based on another reason, he is obliged to prove this claim.

When it is determined by the court or the private arbitrator that no valid reason is given or the reason shown is not valid, and the termination is rejected, the employer has to recruit the worker within one month. If the employer does not recruit the worker within one month upon application, he/she is obliged to pay the worker a compensation in the amount of at least four months and maximum eight months' wages. If the worker is not recruited to work after the invalid termination decision, decision maker court or special arbitrator also resolve the amount of compensation to be paid. For the period of not working until the finalization of the decision, the employee is paid the wage and other rights that have arisen, up to a maximum of four months. The court or special arbitrator determines the compensation regulated in the second paragraph and the fee and other rights regulated in the third paragraph in monetary terms, based on the fee rates on the date of the case. The worker has to apply to the employer to start work within ten working days from the notification of the finalized court or special arbitrator decision. If the worker does not apply within this period, the termination made by the employer is considered a valid termination and the worker is only responsible for the legal consequences of this.

# Overview of Labor Legislation: Occupational Health and Safety

The Occupational Health and Safety Law No. 6331, stipulates provisions regarding OHS and is valid for direct and contracted workers, including foreign workers. It is also subject to the Labor Law No. 4857.

The following overview explains key aspects of the legislation regarding the articles specified in paragraphs 24 and 30 of ESS2.

* Everyone in the Project has right to cease operations until the unsafe action/situation is properly resolved.
* For the construction activity, all potential hazards to the health and life of the Project workers will be identified (Risk Assessment will be prepared and shared with the workers).
* Any party that employs workers shall develop and implement procedures to establish and maintain a safe working environment, including that the workplaces, machinery, equipment and processes under their control are safe and do not pose a risk to health. This will include the use of appropriate precautions regarding chemical, physical and biological substances and agents.
* Appropriate protective measures will be taken in cases where it is not possible to avoid OHS hazards. These measures include controlling the hazard at source using protective solutions and providing adequate personal protective equipment (PPE) to the Project/sub-project worker free of charge.
* Any party or employer that employs workers for the Project, will appoint OHS specialists/experts at the construction sites. The employer is obliged to appoint an OHS expert according to the hazard class of the workplace as per the legislation.  Under this Project, OHS specialist(s) with at least Class B certificate will be assigned to each construction site.
* Project workers will receive regular OHS training from the first moment they start to work, in the beginning and afterwards, to cover the legislative requirements. The training will cover relevant aspects of OHS related to day-to-day work, including the ability to stop work and respond to emergencies without imminent danger. Training records will be kept on file. These records will include a description of the training, the number of hours of training provided, the participation records in the training and the results of the assessments.

Pursuant to Article 4 of the Occupational Health and Safety Law, the employer is obliged to ensure the OHS of workers in every work-related issue. The employer takes the necessary measures to protect the safety and health of the workers, including the prevention of occupational risks, providing of information and training, supplying the necessary organization and tools. He/She ensures that the measures are adjusted according to the changing conditions and aims to improve the current situation. The principle of responsibility of the employer is not affected from the obligations of workers in the field of OHS.

Pursuant to Articles 4, 5, 6, 7 and 8 of the same law, the Employer;

* will carry out a risk assessment or have it done.
* will take appropriate measures to prevent workers from entering areas of life-threatening and special danger, other than those who have received sufficient information and instruction.
* Is obliged to provide OHS services, including activities related to the protection and prevention of occupational risks.
* Will provide occupational health physician and occupational safety specialist.

In accordance with Article 11 of the Occupational Health and Safety Law, the employer will determine the situations that may affect the workers and the working environment by evaluating the foreseeable emergencies that may arise, while taking the working environment, materials used, equipment and environmental conditions into account. He/she then must take measures to prevent and limit their negative effects. The employer will measure and evaluate and prepare contingency plans to provide protection.

Pursuant to Article 12 of the same law, the employer will take the necessary actions and give instructions in cases where employees need to quit their job and/or leave the workplace immediately and go to a safe place.

In accordance with Article 14 of the Occupational Health and Safety Law, the employer will provide medical checks and health oversight services to the workers. In workplaces classified as dangerous and very dangerous, workers to be employed shall be given a health report before starting work. The employer will cover all the costs related to oversight services. In addition, the employer will develop and implement a reporting system for all kinds of accidents, diseases and incidents. Every accident will be reported to the employer, investigated and relevant measures will be designed to prevent future accidents. In addition, against adverse impact such as work accidents, disabilities and occupational diseases, remedies will be provided.

Pursuant to Article 16 of the same law, the employer is obliged to inform workers and worker representatives about OHS risks, protective and preventive measures, legal rights and responsibilities, workers assigned with first aid responsibility, extraordinary situations, disasters, firefighting and evacuation.

The employer is responsible for ensuring that every worker receives safety and health training. This training will be provided in case of recruitment, transfer or job change, or when changes in risks occur and will be repeated periodically if needed.

Articles 53-67 in the Annex 4 of the Regulation on Occupational Health and Safety in Construction, stipulates that the Project workers shall be provided with facilities suitable for working conditions, including access to canteens, hygiene facilities and rest areas.

Occupational Health and Safety Law No. 6331 defines the basic requirements and general principles of occupational safety for hazardous, very hazardous and less hazardous jobs. The list of such works has been published with the communiqué. Based on that list, the construction of residential or non-residential buildings is considered very hazardous.

The law imposes a general obligation on employers to provide workers with a safe and healthy working environment and to inform workers of potential risks to the OHS of their jobs. Measures to be taken include, but are not limited to, education and information campaigns and related preventive measures. The law includes requirements for the regulation and management of OHS programs, the provision of emergency response and services, and the response to accidents. Other requirements include controlling of access to hazardous workplaces, provision of workers with free personal protective equipment and medical examinations.

In addition, the Occupational Health and Safety Law includes provisions that allow workers to participate in the consultation process on OHS issues, make recommendations and raise concerns about risks and hazards. However, there are no specific requirements regarding the grievance mechanism that allows workers to forward their grievances to the employer. This can be considered as a gap between Turkish legislation and ESS2. The grievance mechanism is discussed in more detail in this document (see Section 11).

It should be additionally stated that, although the main duty of the Construction Inspection Institutions is to inspect the building in accordance with the Law No. 4708, it is also the responsibility of the Construction Inspection Institutions to check that the work is carried out in accordance with the OHS plan that should be prepared in accordance with the OHS legislation, to deliver a written warning to the contractor in case of a non-compliance with the plan, and to notify the relevant Provincial Directorate of Labor and Employment Agency if the warning is not complied with.

Additionally, within the scope of the provisions of the Construction Inspection Implementation Regulation, Construction Inspection Institutions have the duty to control whether the necessary measures are taken to protect the OHS and health and safety of the environment at the construction site during the construction phase.

## COVID-19 Measures

Considering that the Project will recruit a large number of unskilled workers, the potential for the spreading of infectious diseases in projects involving construction and the effects of such spreading are extremely serious. Project may encounter large numbers of ill Labor, which will have impacts on local emergency and healthcare services, and jeopardize the progress of construction work and the Project's schedule. Relationships with the community can be strained or difficult, and conflicts can arise, especially if people have also been exposed to the disease because of the Project or have to compete for limited resources. The Project shall also take appropriate measures against transmission of infection to local communities. Therefore, this LMP outlines specific measures for labor management to minimize the risk of the COVID-19 pandemic. This part of the LMP should also be reflected in the relevant Labor Management Plans. The key measures to be followed are;

* Contractors, in coordination with local communities, should prepare a detailed profile of the Project labor, core business activities, and schedule for performing such activities, different contract durations and rotations.
* It will be more difficult to manage workers from local communities who return home daily, weekly or monthly. They must be subjected to a health check at the entrance of the construction site,
* Establishing a system for controlling the entrances/exits of the construction site, securing the site boundaries and designating the entry/exit points (if not available). The entrance/exit to the construction site must be documented,
* Demobilization of the workers with symptoms should carefully be considered.
* The temperature of the workers and other persons entering the construction site should be checked and recorded,
* Workers should be given daily briefings prior to starting work, using demonstrations and participatory methods, with a focus on COVID-19-specific considerations, including cough etiquette, hand hygiene and distancing measures.
* A worker from an affected area or who has been in contact with an infected person should be prevented from returning to the job site for 14 days or (if this is not possible) that worker should be quarantined for 14 days,
* The infected worker should be prevented from entering the construction site, if necessary, they should be referred to local health institutions or asked to be quarantined at home for 14 days,
* Workers and staff should be trained in the field on the signs and symptoms of COVID-19, how it spreads, how to protect themselves (including regular hand washing and social distancing), and what to do if they or others have symptoms;
* Posters and signs with images and text in local languages should be placed around the construction site,
* The size of work teams should be reduced,
* The number of workers on site at any given time should be limited,
* Work processes should be adapted or redesigned for certain work activities and tasks to ensure social distancing, and workers should be trained about these processes,
* COVID-19 specific considerations should be added to the existing usual safety training. Training should include the appropriate use of regular PPE.
* If a worker has symptoms of COVID-19 (for example, fever, dry cough, fatigue), the worker should be immediately removed from work activities and isolated on site.
* If a case of COVID-19 is detected in a worker working on the site, visitors should be restricted from entering the site and groups of workers should be isolated from each other as much as possible.

# Responsible Personnel

Project Management Unit (PMU)

Under the General Directorate of Infrastructure and Urban Transformation Services of the MoEUCC, a Project Management Unit (PMU) will be established responsible for the daily implementation, general management and coordination of the Project.

The PMU will be led by the Project Director and will have the capacity of expert personnel in procurement, financial management, urban development, disaster risk management, environmental and social (including OHS, urban resettlement and urban planning, stakeholder engagement and complaint management), communication, monitoring and evaluation.

PMU will be responsible from the following tasks:

* Oversee the implementation of LMP to ensure regular reporting and evaluation of the Project
* Update this LMP when necessary during the preparation, development and implementation of the Project or in case of any change in local legislation important to this LMP,
* Ensure that the contractor(s) to be employed under the Project comply with LMP, national employment, OHS laws and mitigation measures contained in the ESMF,
* Ensure that organizations responsible for reaching employees to increase their participation in the Project and perform initial pre-employment profiling comply with this LMP, national employment, OHS laws and mitigation measures contained in the ESMF,
* Monitor whether the contractors fulfill their obligations to contracted and subcontracted workers in accordance with the Grant Agreement and General Contract Conditions and World Bank Standard Procurement Documents in line with ESS2 and national labor law,
* Keep records of recruitment and monitoring the employment process of workers to ensure that it is carried out in accordance with this LMP and national labor law,
* Monitor the compliance of contractors participating in wage subsidies and training programs, in accordance with this LMP,
* Monitor that OHS standards are met in the workplaces in accordance with the national OHS legislation,
* Monitor the training of Project employees on OHS,
* Develop and implement a worker grievance mechanism and addressing the complaints received from direct, contracted and subcontractor workers; and
* Monitor the implementation of the Code of Conduct.

The requirements of ESS2 will be incorporated into contractual agreements with third parties, along with non-compliance solutions. Such third parties will therefore be required to include equivalent requirements and non-compliance solutions in their contractual agreements with subcontractors.

Construction Contractors

For the transformation of each building, a contract will be made between the construction contractors and the beneficiaries in that building. Contractors will also be responsible for implementing the applicable impact mitigation measures requirements defined in the relevant Project-specific ESMF and SEP. Construction contractors will be required to recruit a focal point and comply with the application, monitoring and reporting requirements defined in this section.

Focal point personnel of Construction Contractors

Each construction contractor is responsible for recruiting a focal point personnel to oversee compliance with impact mitigation measures applicable to their business scope. Construction contractors are obliged to select this focal point personnel with the necessary skills, experience and presence, including environment, OHS and social capacity, in order to perform their duties properly. Required qualifications include previous experience on following the implementation of mitigation measures on a project of similar scope and scale. Experience in World Bank Environmental Requirements is preferred. Construction contractors will ensure that the focal points complete all required training (including OHS) prior to sub-project implementation, in accordance with all requirements related to the ESMF and other commitments made under the Project. Focal points will be responsible for the daily implementation of the impact mitigation measures defined in the relevant ESMF, SEP and OHS. Focal points will be responsible for;

* Acting as a key contact point for compliance with mitigation measures for the PMU and also for audit firms;
* Ensuring that all workers, including subcontractors, receive OHS, environmental and social training on Project requirements specified in the ESMF, site-specific ESMP and sub-management plans, as well as Project requirements specified in the LMP and SEP, prior to working on the Project site, and on-the-job mitigation. To ensure that they are informed about the precautions and their responsibilities,
* Ensuring that all workers comply with the mitigation measures,
* Ensuring that active work sites are inspected on a daily basis and that compliance is documented through the completion of the daily conformity checklist and photos,
* Preparing the necessary reports at all stages of construction and to manage the conformity documents,
* Ensuring that the conformity documents are complete and available for inspections from PMU or audit companies,
* Managing the rehabilitation of environmental damage that may have occurred.

# Policies and Procedures

This section summarizes the main policies and procedures to be followed during the pre-construction and construction phase of the Project.

Contracts with contractors will include provisions regarding the applicable Labor Law, OHS Law and obligation to comply with this LMP. After the contractors have signed the contract for the urban transformation implementation, they will prepare the Labor Management Plans for their activities in accordance with this LMP, which will be reviewed and approved by the PMU before any construction work begins. Contractor Labor Management Plans will include the Code of Conduct (CoC) in Annex 3 of this LMP. Contractors are responsible for raising awareness and education of all workers about the procedures and principles in the CoC and grievance mechanism. If contractors hire subcontractors, the contractors are obliged to make such provisions for their subcontractors.

The employment of all Project workers will be based on the principles of non-discrimination and equal opportunity. No discrimination shall be made with respect to any aspect of the employment relationship, including hiring, compensation, working and conditions of employment, access to training, promotion or termination of employment. The CoC for workers and contractors is included in Annex 3.

The PMU will notify the World Bank as soon as reasonably possible about any incident or accident (business, OHS or sexual exploitation and abuse/sexual harassment (SEA/SH) incident) associated with the Project that have or are likely to have a significant adverse impact on the environment, affected communities, the public or workers, no later than three calendar days after the occurrence of the event. Such events also include; strikes or other worker protests, serious worker injuries or deaths, Project-related injuries to community members, or damage to property.

Human resources regulations and procedures of the MoEUCC comply with national legislation and regulations. Direct workers of the Project will be appointed from the existing human resources by the General Directorate of Infrastructure and Urban Transformation Services, and additional personnel may be recruited in accordance with the job descriptions (ToRs) given in the Project documents.

The employment procedures and human resources policy of the MoEUCC are open to the public. OHS related procedures will be designed in accordance with the OHS Law No. 6331 and all Project personnel will be trained and briefed on OHS rules. To prevent child labor and forced labor, MoEUCC policies are designed to prohibit child labor and forced labor. Policies and procedures for this Project are aimed at achieving ESS2 objectives and complying with national labor and OSH laws.

* All Project workers will have written employment contracts that include a description of the terms of employment. Workers will sign the employment contract. Terms and conditions of employment will be available at the workplaces.
* In addition to a regular salary, workers are paid overtime, holidays, weekends, etc. are entitled to compensation for certain working conditions or periods of absenteeism, such as
* In addition to a regular salary, employees are entitled to be paid as compensation for certain working conditions such as overtime, holidays, weekends, etc. or absence periods.
* Employees shall have rest periods specified in the law on working hours, weekly rest and annual holidays.
* Employment of Project workers will be based on the principles of non-discrimination and equal opportunity. There will be no discrimination with respect to any aspect of the employment relationship, such as recruitment, salary, working and employment conditions, access to training, promotion or termination of employment. Recruitment procedures are transparent, open to the public, and will not discriminate on the grounds of ethnicity, race, religion, gender, disability, political beliefs, or any other grounds contained in the Labor Law.
* Job applications will be evaluated according to the application procedures set by the PMU.
* Clear job descriptions will be provided prior to recruitment and will explain the skills required for each role.
* In addition to the written documents, employees who may have difficulty understanding the documents will be given an oral explanation of their working conditions and conditions.
* Working hours are 45 hours per week, and if overtime is required, workers will be paid the overtime wage specified in the Labor Law.
* Project workers will have access to the GM as described in Section 11 of this LMP.
* For jobs with an increased risk of injury and harm to health, protection and safety measures, as well as training organizations for those working in such jobs, will be implemented.
* Records will be kept of workers working in tasks with an increased risk of injury and harm to health.
* The minimum working age will be 18.
* Project workers will comply with the CoC in Annex 3 of this LMP and also national laws prohibiting and sexual harassment and sexual exploitation and abuse.
* Project personnel will be trained on the CoC in Annex 3 of this LMP.
* Legal notice periods will be followed.
* Local recruitment will be given priority.

A procedure will be established within the scope of OHS measures. This procedure will include informing the workers about the possible risks for each type of work, checking the workers at the workplace, checking the work area and taking the necessary precautions. Inspections will be carried out in the form of regular visits to the site as well as on-site checks.

Legislations on OHS will be implemented to minimize and reduce OHS risks. The relevant OHS provisions are stated below:

* The employer is obliged to ensure the OHS of the workers related to their work field.
* Similarly, workers are obliged not to jeopardize the OHS of others and to fulfill their duties in accordance with the instructions of the employer and the training and support they receive on OHS.
* Machinery, equipment, tools, hazardous materials, transport equipment and other production vehicles will be operated in accordance with the rules; safety equipment will be used correctly and will not be removed arbitrarily.
* All personal protective equipment and any provided protection equipment will be used regularly and maintained appropriately.
* The employer will ensure that every worker receives safety and health training. This training will be given in the event of recruitment, transfer or job change, as well as any equipment change or the introduction of any new technology. The training will be adapted to take into account new or changing risks and, if necessary, repeated periodically.
* Employers are obliged to provide adequate personal protective equipment free of charge to workers, including community workers.

# Employment Age

The Labor Law (No. 4857) prohibits anyone under the age of 18 from doing very hazardous work, and construction is considered very hazardous. Thus, construction workers under the age of 18 will not be employed. Since the General Directorate of Infrastructure and Urban Transformation Services is a government institution, no one under the legal age (18) is allowed to work in the institution. Therefore, no risk of child labor is expected for the Project.

Project contractors will be asked to verify the age of all workers and suppliers who are going to work in construction site. This will require employees to provide official documents that may include their birth certificate, ID card, passport or driver's license.

If a child under the minimum age (18) is found to be working on the Project, immediate measures will be taken to terminate the child's employment responsibly, taking into account the best interests of the child.

# Terms and Conditions

The terms and conditions regarding employment by the GDIUTS are subject to the Civil Servants Law No. 657. All benefits and social rights (i.e. overtime, paid annual leave, family leave, sick leave, unpaid leave, maternity and paternity leave, etc.) granted by the national legislation are provided to the employees of the GDIUTS.

The maximum weekly working hours allowed by national legislation is 45 hours. The provisions of national legislation are applied to the employees of contracted organizations such as members of the PMU team, trainers or consultants. Wages, working hours, maximum working hours, annual leaves and all other rights and benefits will apply to direct and contracted workers. Contracts between companies and the GDIUTS regarding the rights and benefits of contracted workers will be in accordance with national legislation. However, consulting firms will be responsible for ensuring that this LMP is applied to contracted workers.

# Labor Influx and Gender-Based Violence

Contractors will maintain labor relations with local communities through CoC (see Annex 3). The CoC commits all persons engaged by the contractor, including sub-contractors and suppliers, to acceptable standards of behavior. The CoC must include sanctions for noncompliance, including non-compliance with specific policies related to gender-based violence, sexual exploitation and sexual harassment (e.g., termination). The CoC should be written in plain language and signed by each worker to indicate that they have:

* received a copy of the CoC as part of their contract;
* had the CoC explained to them as part of the induction process;
* acknowledged that adherence to this CoC is a mandatory condition of employment;
* understood that violations of the CoC can result in serious consequences, up to and including dismissal, or referral to legal authorities.

A copy of the CoC shall be displayed in a location easily accessible to the community and program affected people.

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

* Mandatory training and awareness-raising for the workforce about refraining from unacceptable conduct toward local community members, specifically women. Training may be repeated;
* Informing workers about national laws that make sexual harassment and gender-based violence a punishable offence which is prosecuted; and
* Adopting a policy to cooperate with law enforcement agencies in investigating complaints about gender-based violence.

All subcontractors will take the following necessary measures on human rights issues and will be included in the contracts.

In order to reduce the potential negative effects, workers will be provided training on aware of forced labor, sexual harassment and child labor, and a list of participants will be kept.

If any cases of child labor, forced labor, violence or harassment are reported; it will be addressed in a timely and correct manner,

Subcontractors will be informed and trained on the implementation and implementation of all gender and social protection requirements.

GM for gender-based discrimination allegations will be developed and implemented for employees, Project employees and subcontractors.

The MoEUCC can cooperate with a professional institution, unit, Non-Governmental Organization (NGO) (Women's rights organization, Provincial Directorates of Ministry of Family and Social Services, Municipal Women's Labor Units, etc.) in order to manage sensitive issues such as child labor, forced labor, violence or harassment, protect the victim, manage and monitor the legal process.

# Grievance Mechanism

The Grievance Mechanism (GM) is a system that provides means for project stakeholders to convey their comments, suggestions queries, concerns and complaints about project activities. As such, GM serves as an important feedback and learning mechanism which allows the identification and solution of problems affecting the project, and thus, aiming to reduce the risk of the project inadvertently affecting citizens, beneficiaries and workers by increasing transparency and accountability and improving the positive impacts of the project.

Internal and external GMs will be operated throughout the Project. Contractors will provide information training to all their workers so that workers are aware of the internal GM. In addition, considering that there is should be a special GM for workers within the scope of ESS2, grievances from workers will be evaluated separately from other grievances.

As ESS2 “Labor and Working Conditions” states:

*21. A grievance mechanism will be provided for all direct workers and contracted workers (and, where relevant, their organizations) to raise workplace concerns.[[1]](#footnote-2) Such workers will be informed of the grievance mechanism at the time of recruitment and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all such project workers.*

*22. The grievance mechanism will be proportionate to the nature and scale and the potential risks and impacts of the project. It will be designed to address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and will operate in an independent and objective manner. The grievance mechanism may utilize existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are readily accessible to such project workers. Existing grievance mechanisms may be supplemented as needed with project-specific arrangements.*

*23. The grievance mechanism will not impede access to other judicial or administrative remedies that might be available under the law or through existing arbitration procedures, or substitute for grievance mechanisms provided through collective agreements.*

The GM will be accessible to all stakeholders, and PMU will ensure that all grievances[[2]](#footnote-3) are received, recorded and resolved effectively in a predetermined timeline according to their content; the corrective or regulatory action(s) to be taken is acceptable to both parties; and responses to grievances are monitored and complainants are informed of the results of corrective actions. In addition, the GM will be designed to be suitable for receiving and resolving anonymous complaints. The grievance registration form in Annex-1 will be used in the Project and anonymous grievances will be allowed to be filed. Additionally, the Project GM will include a channel to receive and address confidential complaints regarding Sexual Exploitation and Abuse/Sexual Harassment, for which special precautions are taken.

The following actions will be implemented for the effective operation of the GM:

* Communication channels and tools will be established to enable people living in the Project affected area and the Project workers to reach GM,
* Toolboxes will be given to all Project employees and sub-contractors regarding compliance and GM,
* Grievances will be categorized such as subject of complaint, urgency, gender, vulnerable groups, and discrimination,
* Expert support will be obtained for examining and solving complaints of women (sexual harassment, violence, discrimination, forced labor, etc.) and vulnerable groups.
* All information and records in the GM will be evaluated within the scope of the ESS10 and will not be used against employees or shared with third parties.
* An informative material such as flyer or brochure about the GM and its obligations, limitations, prohibitions and requirements under the Project will be provided.

The MoEUCC already has a call center[[3]](#footnote-4) that can be accessed via phone and website. This call center is used for all matters related to the activities of the MoEUCC. In order to collect, record, evaluate and resolve grievances that may arise during the Project activities, a transparent and comprehensive GM will be developed specifically for the Project before the Project implementation begins. This GM will help all relevant stakeholders to convey their grievances about the activities to be carried out to the relevant persons and institutions and will strengthen the participation of the stakeholders in the Project. Within the scope of the Project, grievances will be handled at four levels: (a) contractors, (b) PMU specialists in the provinces, (c) Provincial Directorates of the MoEUCC, and (d) PMU head office in MoEUCC.

1. **Contractors** who will undertake any construction work will develop a GM and will be responsible for collecting, recording, evaluating and if possible, resolving grievances conveyed by any stakeholder regarding the construction work. The contractor shall record the grievances through the Grievance Registration Form and Grievance Closure Form provided in Annex-1 and Annex-2. Verbal grievances will be recorded by the responsible personnel of the contractor by filling out the Grievance Registration Form. The contractor is obliged to escalate the grievances that cannot be resolved to the relevant persons or institutions. Contractors will also submit all their records to PMU at the beginning of each week, including both resolved and unresolved grievances.
2. **PMU specialists in the Project provinces** will be responsible for the grievances conveyed regarding the Project the activities to the extent possible. The specialists will also immediately forward all grievances received to the PMU head office regardless of whether they are resolved or not.
3. **Provincial Directorates of the MoEUCC** will be responsible for the grievances conveyed regarding the Project activities to the extent possible. The directorates will also immediately forward all grievances received to the PMU regardless of whether they are resolved or not. Below are the contact numbers and address information of the Provincial Directorates in the Project provinces.
* **İzmir** Governorship, Provincial Directorate of Environment, Urbanization and Climate Change. Tel: +90 (232) 341 68 00. Address: Adalet Mah. Anadolu Cad. No:41/5 35010 Bayraklı/İzmir
* **Manisa** Governorship, Provincial Directorate of Environment, Urbanization and Climate Change. Tel: +90 (236) 233 26 70. Address: Uncubozköy Mah. Mimar Sinan Bulv. No:181 45010 Yunusemre/Manisa
* **Tekirdağ** Governorship, Provincial Directorate of Environment, Urbanization and Climate Change. Tel: +90 (282) 261 20 40. Address: Hürriyet Mah. Müjgan Kalelioğlu Cad. No:16 59020 Süleymanpaşa/Tekirdağ
* **Kahramanmaraş** Governorship, Provincial Directorate of Environment, Urbanization and Climate Change. Tel: +90 (344) 223 53 69, Address: İstiklal Mah. Prof. Dr. Necmettin Erbakan Bulv. No:36/A Onikişubat/Kahramanmaraş
* **İstanbul** Directorate of Infrastructure and Urban Transformation. Tel:+90 (216) 547 21 00. Address: Altunizade Mah. Ord. Prof. Fahrettin Kerim Gökay Cad. No:34 Üsküdar/İstanbul
1. **PMU head office in MoEUCC** will be responsible for collecting, recording, evaluating and resolving all Project related grievances conveyed by stakeholders through the call center. The MoEUCC is obliged for resolving any grievance received within 30 days and informing the complainant about the result.

The MoEUCC has already developed methods for receiving grievances which are listed below:

* **ALO 181:** The MoEUCC examines complaints, notices and information requests from 81 provinces of Turkey, intervenes and carries out inspections. Citizens can send their complaints and notices about environmental problems, air, water, soil, radioactive pollution, urban transformation, noise and waste by calling ALO 181. The notifications recorded from the call center are transferred to the relevant General Directorates regarding the legislation area of the MoEUCC and their answers are received through the system. The information received from the relevant units on the subject is transferred to the applicant via telephone by the authorized person in the call center. In this way, citizens are given feedback as soon as possible about the records they leave. Stakeholders can also contact GDIUTS for any complaints, notices and information requests by calling this number.
* **CIMER:** Stakeholders will be able to convey their grievances about the Project activities make applications regarding their right to information, by using all communication channels of CIMER.
* **Hotline:** Stakeholders can call the phone number 0 (312) 410 10 00 and request a contact with a contact person.

In addition to these channels, the stakeholders of the Project will be able to convey their grievances through

* **Face to face** communication with the relevant staff of the PMU, and
* **Web page contact form** of the Project specific website that will be established.

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

# Contractor Management

Construction and other contracts will include provisions regarding work and OHS as specified in the World Bank Standard Procurement Documents and the national legislation.

PMU will manage and follow contractors' performance with contracted workers, focusing on contractors' compliance with contractual agreements (obligations, statements and guarantees) and LMP. This may include periodic audits, inspections and/or on-site inspections of Project locations and work sites, as well as labor management records and reports compiled by contractors. During field visits and monitoring activities, progress, OHS issues and child and forced labor status will be observed. Regarding the detection of child labor; The provision in Article 71 of the Labor Law No. 4857 will be applied. According to the article of the law, the penalty for violating the provisions of "Working age and prohibition of employing children" is 4.173 TL for 2020. After this determination and punishment, the child employment situation in question will be terminated immediately.

 If any dispute is detected about labor issues, the contractor will be notified within 20 calendar days at the latest to prevent the dispute. If the dispute continues after 20 calendar days, the contract with the contractor will be terminated immediately.

The contractors who manage construction work within the scope of the Project will have the following duties, but not limited to:

* The Contractor will prepare a Labor Management Plan in accordance with this LMP and incorporate the CoC in Annex 3.
* The Contractor is an employee against his/her workers according to the scope of the work.
* In order to create a healthy and safe working environment, the contractor will determine OHS measures, ensure the implementation of these measures and monitor, audit and develop them. Also, the Contractor will take measures to prevent occupational accidents and diseases, provide first aid and emergency response service to workers, and provide preventive OHS services. In this context, the OHS specialist will examine all kinds of written documents given by the workplace physician for the fulfillment of the specified actions and which are obliged to return to the objections in writing.
* In order to protect the OHS of workers, the contractor is responsible for providing tools and equipment, managing organizations and taking all kinds of measures, including training and information to prevent occupational risks.
* The Contractor will constantly aim and work to improve the current situation and adapt OHS measures in line with changing conditions.
* The Contractor will ensure that the works will not pose any additional risks in terms of public health and safety by taking all necessary measures.
* The Contractor will provide training to all workers about the CoC and the GM.

This LMP will be an attachment to the contract documents for contractors. During the selection process of the contractors, various criteria will be determined in the contract documents such as previously completed works, previous experiences, the nature of the contractor's human resources, compliance with OHS issues, measures taken against child labor and forced labor.

# Primary Suppliers

The primary suppliers will be the companies that produce construction equipment and machinery. These sectors are not known to pose significant risks of child labor and forced labor.

Where local suppliers will be involved, the PMU will conduct a due diligence to determine if there are significant risks, such as the suppliers exploiting children or forced labor, or exposing workers to serious safety issues.

Where the goods and services will be procured from foreign suppliers, during the procurement process, the PMU will question whether the supplier has been blamed for any of these issues and its organizational requirements regarding child labor, forced labor and security. If there is any risk associated with safety or child and forced labor is identified, the PMU will use the World Bank's Standard Procurement Documents for equipment procurement, which covers non-conformities.

# Annex 1. Grievance Registration Form

**İKLİM VE AFETE DİRENÇLİ ŞEHİRLER PROJESİ /**

CLIMATE AND DISASTER RESILIENT CITIES PROJECT

**ŞİKAYET KAYIT FORMU /** GRIEVANCE REGISTER FORM

|  |  |  |
| --- | --- | --- |
| **Şikayetin Alındığı Yer/**Location of Complaints Received |  | **Tarih/**Date |
| **Alan Yetkilinin Adı/**Name of Person in Charge |  | **Şikayet Kayıt No/**Complaint Register Number |
| **Şikayete Konu Alanın Koordinatları/**Coordinates of The Area Subject To Complaint |  |
| **ŞİKAYET SAHİBİ HAKKINDA BİLGİ / COMPLAINANT INFO****Şikayet Sahibi kimlik bilgilerini vermeden anonim olarak doldurabilir, ancak kendisine geri dönüş şeklini bu formda belirtmesi gerekmektedir. / The Complainant may submit application anonymously, however in this form the Complainant should indicate the feedback mechanism to respond.** |
| **Ad Soyad/**Name Surname |  | **Şikayetin Geliş Yolu /**Form of Complaint: |
| **TC Kimlik No/**Identification Number |  | **Telefon- Ücretsiz hat /** Phone –Free phone line |
| **Telefon/ E-Posta**Telephone/ E-mail |  | **İstişare Toplantısı/** Consultation meeting |
| **Mahalle-Köy-İlçe-İl/**Neighborhood-Village –District - Province |  | **Dilekçe** / Petition |
| **ŞİKAYET DETAYLARI / DETAILS OF COMPLAINT** |
| **Şikayet Konusu /**Complaint |
| **Şikayet sahibi tarafından talep edilen çözüm /**Solution requested by the Complainant |
| **Şikayeti Alan Yetkilinin Ad Soyad ve İmzası / Şikayet Sahibinin Ad Soyad ve İmzası /** Name Surname and Signature of the Registerer Name Surname and Signature of Complainant |

# Annex 2. Grievance Closure Form

**İKLİM VE AFETE DİRENÇLİ ŞEHİRLER PROJESİ /**

CLIMATE AND DISASTER RESILIENT CITIES PROJECT

**ŞİKAYET KAPATMA FORMU /** GRIEVANCE CLOSURE FORM

|  |  |
| --- | --- |
| **Şikayet Kapatma Numarası:**Grievance Closure No: |  |
| **Alınması Gereken Acil Önlemleri Tanımlayın:**Identify the urgent actions |  |
| **Alınması Gereken Uzun Vadeli Önlemleri Tanımlayın (Gerekli Ise):**Identify the long term actions (if necessary) |  |
| **Tazminat Talebi Bulunuyor Mu?**Is there a claim for compensation? |  **Evet/**Yes **Hayır/**No |
| **DÜZELTICI FAALIYETIN KONTROLÜ VE KARARI /** CONTROL AND DECISION OF CORRECTIVE ACTION |
| **Düzeltici Faaliyetin Aşamaları**Stages of Corrective Action | **Verilen Sürenin Sona Erdiği Tarih Ve Yetkili Kuruluşlar**Date of Expiration of the Given Period and Authorized Institutions |
| 1. |  |
| 2. |  |
| 3. |  |
| 4. |  |
| 5. |  |
| 6. |  |
| 7. |  |
| 8. |  |
| 9. |  |
| 10. |  |

# Annex 3. Code of Conduct

As the Contractor, [*insert the name of* *the Contractor*]; We have signed a contract with [*Employer's name will be inserted*] for [*job name and description to be entered*]. These works [*insert* *the names of the construction sites and other locations where the works will be done*] will also be carried out. The contract obliges us to take measures to address environmental and social risks associated with work, including the risks of sexual exploitation, abuse and gender-based discrimination.

This Code of Conduct (CoC) is part of the measures we take to fight against environmental and social risks associated with work. It applies to all our employees at the site or other places where work is executed. Besides; this contract also applies to the personnel of each subcontractor and other personnel who assist us in the execution of the works. All such personnel are called “Contractor's Personnel” and are subject to the CoC.

This CoC defines the obligated behavior of personnel identified above as "Contractor's Personnel".

Our working environment; There will be an environment where unsafe, abusive or violent behavior will not be tolerated, and where all individuals can comfortably express their problems or concerns without fear of retaliation.

**REQUIRED BEHAVIOR**

Contractor's Personnel:

1. Perform their duties adequately and selflessly;
2. Comply with this CoC and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of the Contractor's other personnel and any other person;
3. Organize a safe working environment within the scope listed below:
4. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and do not pose a health risk;
5. use of necessary personal protective equipment;
6. taking appropriate precautions regarding chemical, physical and biological substances and agents; and
7. following appropriate emergency operations procedures
8. Report working conditions that he/she believes are unsafe or unhealthy and to avoid a working condition that he/she believes poses a serious danger to his life or health;
9. Not to discriminate against specific groups such as women, people with disabilities, migrant workers or children and to treat other people with respect;
10. Against other personnel of the Contractor or the Employer; not engage in any form of sexual harassment, including undesirable sexual advances, sexual solicitations, or any other verbal or physical behavior of a sexual nature;
11. Not to attempt Sexual Exploitation (not engaging in any act or attempting to abuse vulnerable position, power difference or trust for sexual purposes; and not sexually abusing another, including, but not limited to, benefiting financially, socially or politically)
12. Not to attempt Rape. This concept means any physical or other forced (even mild) penetration with the penis or other body part into the vagina, anus, or mouth. In addition, penetration of the vagina or anus with an object is also included in this concept. Rape; includes marital rape, anal rape / anal intercourse. Attempting to those listed in this article is considered an attempted rape. Rape of a person by two or more perpetrators is called gang rape;
13. Not to attempt Sexual Assault. This concept; means any form of non-consensual sexual contact that does not result in or does not involve penetration. Examples include: attempted rape as well as engaging in sexual acts such as non-consensual kissing, caressing, or touching the genitals-thighs of individuals under the age of 18, except in a pre-existing marital situation;
14. Complete trainings on environmental and social aspects of the Contract, covering OHS issues along with Sexual Exploitation and Sexual Assault;
15. Report any violations of this CoC; and
16. Not be hostile towards any person reporting a violation of this CoC, us as the Contractor, or the Employer, or anyone using the [*Project Grievance Mechanism*].

**REPORTING OF THE CONCERNING SITUATION**

All personnel observing a behavior that they believe violates this CoC or concerns them in any other way, they should immediately report that issue. This can be accomplished through one of the following:

1. Contact [*insert the name of the Contractor's Social Specialist who will deal with gender-based discrimination, or, if such an employee is noncompulsory under the Contract, insert the name of another personnel designated by the Contractor*] via phone number [ ] or in written form [ ] or [ ] in person; or
2. To reach the Contractor's instant hotline (if applicable), call [ ] and leave a message.

The identity of the individual will be kept confidential unless reporting of allegations is required by the law of that country. Anonymous complaints or allegations will be given due and appropriate consideration. We take all reports of potential abuse seriously and will investigate appropriate action. We will provide service providers with quick directions that can help appropriately support the survivor of the alleged incident.

Hostility will not be taken against anyone who raises a good faith concern about behavior prohibited by this CoC. Such a hostile situation constitutes a violation of this CoC.

**CONSEQUENCES OF VIOLATION OF CODE OF CONDUCT**

Any violation of this Code of Conduct by Contractor Personnel may have serious consequences, including termination of job and possible referral to the legal authorities.

FOR CONTRACTOR PERSONNEL:

I have a written copy of this Code of Conduct in a language I understand. If I have any questions about this Code of Conduct, I understand that I can contact *[insert the name of the Contractor's gender-based discrimination contact],* requesting clarification*.*

Contractor Personnel name: *[Insert name]*

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

Date: (month/day/year): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Countersignature of the authorized Contractor Representative:

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

Date: (month/day/year): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. This grievance mechanism will be provided separately from the grievance mechanism required under ESS10. [↑](#footnote-ref-2)
2. The term grievance covers comments, suggestions queries, concerns and complaints unless stated otherwise. [↑](#footnote-ref-3)
3. https://181.csb.gov.tr/ [↑](#footnote-ref-4)