

Annex 3:

Hashemite Kingdom of Jordan

Ministry of Agriculture

HYDROPONICS FARM IN AL-Mujib Valley

LABOR MANAGEMENT PROCEDURES (LMP)

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1. Forward:

Under ESS2 on Labor and Working Conditions, Borrowers are required to develop labor management procedures (LMP). The purpose of the LMP is to facilitate planning and implementation of the project. The LMP identify the main labor requirements and risks associated with the project and help the Borrower to determine the resources necessary to address project labor issues. The LMP is a living document, which is initiated early in project preparation, and is reviewed and updated throughout development and implementation of the project. These procedures are designed to help Borrowers identify key aspects of labor planning and management. The content is indicative: where the issues identified are relevant in a project, Borrowers should capture them in the LMP. The national law addresses requirements of ESS2 this can be noted in the LMP, and there is no need to duplicate such provisions. The LMP may be prepared as a stand-alone document, or form part of other environmental and social management documents. A concise and up to date LMP will enable different project-related parties, for example, staff of the project implementing unit, contractors and sub-contractors and project workers, to have a clear understanding of what is required on a specific labor issue. Where relevant information is not available, this should be noted and the LMP should be updated as soon as possible. In preparing and updating the LMP, Borrowers refer to the requirements of national law and ESS2 and the Guidance Note to ESS2 (GN). These procedures includes references to both ESS2 and the GN.

2. Background and Objectives

The World Bank is providing support to the Jordanian government in preparing a hydroponics farm in **Mujib Valley** project. The aim of this project is to use the treasury lands to promote self-employment and entrepreneurship as a way out of poverty and unemployment into the labor market for vulnerable individuals in rural areas. The project is in line with the strategies of the Jordanian government, the Ministry of Agriculture and the Ministry of Water and Irrigation in using modern agricultural technology to increase the efficiency of irrigation water utilization and increase agricultural productivity, which contributes to enhancing the effectiveness of interventions that support entrepreneurship and self-employment.

The Project is being prepared under the World Bank's new Environment and Social Framework (ESF), which came into effect on October 1, 2018, replacing the Bank's Environmental and Social Safeguard Policies. Under the ESF, all World Bank Borrowers have agreed to comply with ten Environmental and Social Standards (ESSs) applied to investment project lending financed by the Bank. The project recognizes the significance of, and adopts the ESSs, for identifying and assessing as well as managing the environmental and social risks and impacts associated with this investment project. The Ministry of Agriculture (MoA) as an implementing agency, has developed several key instruments to address such risks. One of the Standards – ESS2 relates to Labor and Working Conditions and expects the Borrowers to develop labor-management procedures (LMP). The LMP identifies the main labor requirements and risks associated with the project and helps the Borrower to determine the resources necessary to address labor issues. The LMP is a living document, which is initiated early in project preparation and is reviewed and updated throughout the development and implementation of the project. Accordingly, these document details are the type of workers likely to be deployed by the project and the management thereof.

The aim of the project development is to improve the access of vulnerable groups and the unemployed to sustainable employment opportunities and income generation in Jordan. This will be achieved through (1) capacity building and improving the skills of the unemployed in the field of modern agricultural technology (2) enhancing the ability to implement modern agricultural technology projects (3) enhancing agricultural entrepreneurship and enabling the unemployed and vulnerable to manage their own projects. The project will be implemented through the following component:

Component 1 - Supply, Installation, and Operations:

This component will include the design, acquisition, installation and operations associating with pilot hydroponic technology that is appropriate to the climatic and social conditions of the target area. The Ministry of Agriculture will be responsible for a) selecting the appropriate technology, b) establishing and managing the production unit, c) collecting data on productivity, profitability, and environmental impact, producing high quality communication materials detailing impact (for example, production results and social/environmental impact) , d) ensuring the effective project administration and management and e) producing regular monitoring and evaluation (M&E) reports.

Component 2- Business Model Development:

This component will focus on creation and management of an innovation platform that will focus on the development of hydroponics business model (including access to finance, registration, access to services, etc.). The model will be designed to attract private investment, it should include features specifically enable women and youth to obtain access to hydroponics units and/or the related services (e.g. technical support, logistic, packaging, etc.) required for sustainability and commercial viability of the hydroponic units. Special emphasis will be given to maximizing the use of digital solutions. The platform will require participate of technical experts, civil society, universities, chambers of commerce, specialists in digital solutions and private sector. The Ministry of Agriculture will seek an independent agency to manage this platform. The selection criteria for this firm will include: a) strong connections with key decision makers in Government, Civil Society and Universities, b) proven track record in advocating for social inclusion and c) a network into the relevant sections of the private sector.

Component 3: Dissemination and Training

Key areas for this component include the design, organization and implementation of a campaign to generate awareness of production systems and to train targeted communities in the technology and/or business models. The campaign will specifically focus on the sharing the lessons on the social, economic and environmental benefits of the production systems. The target audience for the campaign will be local communities, regional governates, chambers of commerce, national government Ministers (Agriculture, Labor, Social Development, Industry and Trade), universities, Non-Governmental Organizations and private investors. Ministry of Agriculture will be responsible for managing this campaign appropriate entity of this component.

3.OVERVIEW OF LABOR USE ON THE PROJECT

Number of Project Workers

The number and types of workers are the same as in the first project " Exploring high-value, Socially-Inclusive, and water-efficient agriculture in Jordan" in Tannour Wadi Al Hessa/ Tafileh govrenorate, the expected total number of workers is 28 workers as follows:

- Three skilled workers to build facilities and install equipment, full time during construction phase
- One resident agriculture engineer, full time during operation phase
- Six resident workers, full time during operation phase
- One expert qualified as environmental safety/ social officer expert, part-time during operation phase
- Two short term experts in Hydroponics plantation and management, part-time during operation phase
- 15 temporary seasonal labors, the employee's work period is estimated to be for two months, part-time during operation phase

Characteristics of Project Workers:

- Estimated 3 male temporary skilled workers will construct facilities and install equipment, they will work on the project for two months.
- Estimated 8 workers are permanent staff: One Male\female national agriculture engineer, six Male\female expatriate farm workers, those all are resident in the farm.
- One Male/Female national expert qualified as environment safety/ social officer expert to oversee the project and carry out tasks described in the ESIA.
- Two Male/Female national /international expert in Hydroponics plantation, to provide technology transfer, consultancy services, on-job training staff, directing, inspecting, and following all issues to ensure best technical and management practices of the High –Tech Hydroponic unit with special capability in applying (IPM) and to backstopping the resident engineer.
- 15 male\female temporary workers, working in daily bases wages, 50% bare national and the others either expatriate or emigrants, the work frequency one every two days to; collect the crops, sort and packaging, clean the hydroponics and the Traditional greenhouses during the production season.

Only workers over 18 years are allowed to work in this project, despite the fact that workers less than 16 are commonly practiced driven by temptation of winning money to support family, especially during the schools holidays. it s local traditions in **Mujib Valley**. Age verification processes will be implemented to ensure that only workers over 18 years of age are allowed to work as per the applicable laws.

Timing of Labor Requirements:

According to the labor law the working hours for staff are limited to 8 hours, while for permanent and temporary workers having working programme between 6:00 AM- 12:00 PM (total working hours not to exceed 6 hours) and it can be less, too.

The types of workers involved in the project activities include direct workers and contracted workers as follows:

Direct Workers:

Direct workers on this project include:

- One expert qualified as environmental safety/ social officer expert, part-time during operation phase
- Two short term experts in Hydroponics plantation and management, part-time during operation phase
- The workers who will be trained in the project, it is expected that there will be 50 trainees, 5 of them are Syrian refugees, the contracts will be between the workers and the Ministry of Agriculture .

Contracted Workers:

The project will contract with workers to design and build the project, and the seasonal works required by the project are as follows:

- Workers who are employed by contracting companies to create or installing hydroponics units. Where the labor contracts will be between workers and contracting companies. It is expected that the number of workers will reach about 3 workers for two months.
- The seasonal workers, expected to reach a total number of 15, will be the contracts between the workers and the association that will be established to manage the project.
- Two migrant seasonal workers (Syrian refugees), who are Syrian refugees, in the project area. The required works will be according to the production season and include the harvest, packing, grading and other seasonal work needed by the project. Employment priority will be given to women heads of household. Wages and working conditions will not differ between Syrian and Jordanian workers
- The permanent workers, it is expected that they will be 10 workers, the contracts will be between the workers and the association that will be established to manage the project.
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Community Workers:

There will be no hiring of community workers within the project.

All workers, whether contracting with them are direct, contracted workers, written contracts will be signed with them that includes the duration of work, wages, workers 'rights according to the Jordanian labor law, and the conditions of decent work that workers must obtain.

4.ASSESSMENT OF KEY POTENTIAL LABOR RISKS

This section describes the following, based on available information:

Project activities: The type and location of the project, and the different activities the project workers will carry out.

Project Type and Location:

The project is located in the southern part of the Jordan in Wadi Al Mujib, Karak Governorate, near the village of Ariha 80 km south West of the capital Amman. This high-tech agriculture project for vegetables production will support the acquisition, installation and initial operations of a pilot hydroponics unit (e.g. computer-based humidity control systems, heat control systems and processing/packing equipment). In addition, this component will support the provision of the technical assistance, training and business management skills required to ensure the pilot is managed as effectively as possible.

The goal is for the pilot to become fully operational within 8 months. The unit should be projected to become profitable after two years of production. Any of the unit's profits will be re-injected into further operation and maintenance of the greenhouse. (See site lay-out at Appendix 1)

The site lay-out shows positions of three types of agriculture's structures with total area 1.5 hectare, the first structure is High-tech Hydroponics with surface area of 970 m², while the second structure is for mid-tech hydroponic farming with total surface area of 2106 m², and the third structure is for low-tech hydroponic farming with total surface area of 2106 m².

Different activities the project workers will carry out:

The workers will perform the following main activities:

- Prepare the Hydroponics for agriculture culture
- Clean the inside the hydroponics regularly.
- Spray pesticides whenever is needed.
- Prepare the agriculture land for culture.
- Rise the plants stem and support it
- Moving the plants and supporting the plants stem with Clips and threads.
- Inspect the drip irrigation system
- Prepare and fill the disbursement tanks with nutrients.
- Repair minor drip failures.
- Load & off-load provisions of raw materials and products.
- Tilling the soil and soil softening
- Distribute and spread fertilizers
- Raise side terraces.
- Install drip irrigation pipes
- Cultivate plant nurses.
- Irrigate the plants
- Collect the crops and products
- Operate air pumps
- Clean the inside the pool regularly
- Pond water replacement
- Assist and supervise the temporary community workers.
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Key Labor Risks: The key labor risks which may be associated with the project include, for example:

- The conduct of hazardous work, such as working at heights or in confined spaces, use heavy machinery, or use of hazardous materials
- Likely incidents of child labor or forced labor,
- Risks of sexual exploitation and abuse (SEA) which is induced by labor influx
- Possible accidents or emergencies, with reference to the sector or locality
- General understanding and implementation of occupational health and safety requirements

The specific Potential labor risks related to this project were assessed and summarized as follow:

Work Accidents:

- Falling from high places,
- Hit by flying objects,
- Electric shock,
- Negligence to use safety equipment
- Exposure to emissions,

- Work injuries by machinery, etc. Animal and snakes bite
- Car and traffic injuries
- Attack by wild animals such as dogs, foxes and wild pigs.

Risks can be caused by poor accommodation and sanitation facilities:

Food and water toxicities

- Bad ventilation of premises condition
- Poor hygiene of the sanitary facilities.
- Low lighting of premises
- Absence of cooling and/or heating system
- Improper proper pavement of paths and sidewalks.

Exposure to Hazardous substances:

- Uncontrolled contact with, rock wool,.
- Inhalation of toxic chemicals, pesticides

Exposure to severe weather condition:

- Sun, cold , windy, rainy, high whether temperatures, flood conditions

5. BRIEF OVERVIEW OF LABOR LEGISLATION: TERMS AND CONDITIONS

This section sets out the key aspects of national labor legislation with regards to term and conditions of work, and how national legislation applies to different categories of workers identified in Section 1. The overview focuses on legislation which relates to the items set out in ESS2, paragraph 11 (i.e. wages, deductions and benefits).

Jordan Labor Law of 1996

Article 2

Employment contract: an explicit or implicit oral or written agreement, whereby the worker undertakes to work for the employer under his supervision or administration in exchange for wages, the employment contract is for a limited or unlimited period, or for a specific or unlimited job.

Wage: All that the worker deserves in exchange for his work in cash or in kind, in addition to all other benefits of any kind. If the law, the labor contract, or the internal system stipulates that the transaction is settled for payment, with the exception of wages owed for overtime.

Article 15

a . The contract of employment shall be organized in the Arabic language and in at least two copies. Each of the parties shall keep a copy of it, and the worker may prove his rights by all legal proofs if the contract is not written in writing.

B. An employee appointed for an unlimited period is considered to be continuing with his work until his service is terminated in accordance with the provisions of this law. Either in cases where the worker is employed for a limited period, he is considered to be continuing his work during that specified period.

C. If the work contract is for a limited period, then it ends automatically on its own, with the end of its term.

D. A worker who is regularly employed in the workplace or who performs a series of work in a piece is considered to be an unlimited worker.

E.1. The contractor's workers who work in the implementation of a contract shall file a lawsuit directly against the project owner to claim what he is entitled to before the contractor, within the limits of what is due to the contractor on the project owner at the time of filing the lawsuit.

2. The sub-contractor's workers may file a claim directly with the original contractor and the owner of the project within the limits of the due on the project owner to the original contractor and due to the original contractor of the sub-contractor at the time the lawsuit is filed.

2. The workers mentioned in the previous two paragraphs may fulfill their rights by concession over the sums due to the original contractor or sub-contractor and fulfill their rights when they compete with the percentage of their right.

Article 16

The employment contract remains in effect regardless of the change of the employer due to the sale of the project or its transfer by way of inheritance or merging the institution or for any other reason. That time, the new business owner will be held solely responsible.

Article 17

The worker is not obligated to perform work that differs markedly from the nature of the work agreed upon in the work contract, unless necessary to prevent an accident or to repair what resulted from it or in the case of force majeure, and in other cases provided for by law, this should be within the limits of his energy and the circumstance that required this work.

Article 18

The worker is not obligated to work in a place other than the place designated for his work if this leads to changing his place of residence, unless explicit text is provided authorizing this in the work contract.

Article 19

The worker:

- a . Carrying out the work on his own, and in his stewardship, he should take care of the ordinary person and abide by the orders of the employer related to the implementation of the work agreed upon within the limits that do not endanger him or violate the provisions of the applicable laws or public morals.
- B. Preserving the industrial and commercial employer's secrets and not disclosing them in any way, even after the expiry of the work contract, according to what is required by the agreement or custom.
- C. Take care to save the things delivered to him in order to perform the work, including work tools, materials and other supplies related to his work.
- D. Undergo the necessary medical examinations that require the nature of the work to be performed before joining the work or afterwards to verify that it is free from occupational and applicable diseases.

Article 20

- a . The intellectual property rights of the employer shall be if the worker invented them, and they related to the business of the employer, or if the worker used the employer's experiences, information, tools, machinery, or raw materials in arriving at this innovation unless he agreed in writing otherwise.
- B. The intellectual property rights of the worker shall be if the intellectual property right invented by him does not relate to the business of the employer and did not use the employer's experiences, information, tools or raw materials in arriving at this innovation unless he agreed in writing otherwise.

Article 21

The employment contract ends in any of the following cases:

- a . If the two parties agree to end it.
- B. If the work contract period has expired or the work itself has ended.
- C. If the worker dies or is sickened by sickness or incapacity to work, and this is proven by a medical report issued by the medical reference.

Article 22

The employment contract does not end due to the death of the employer unless the employer's personality is taken into account in the contract.

Article 23

- a . If one of the parties wishes to terminate the contract of work that is not of limited duration, he must notify the other party in writing of his desire to terminate the contract at least one month in advance, and the notice may not be withdrawn without the consent of the two parties.

- B. The employment contract remains in effect for the duration of the notice and the notice period is considered a service period.
- C. If the notification is made by the employer, he may exempt the worker from work during his period, and he may employ him except in the last seven days of it, and the worker shall be entitled to his wages for the notice period in all these cases.
- D. If the notification is made by the worker and he leaves work before the notice period expires, he is not entitled to a wage for the period he left the work and he must compensate the employer for that period with the equivalent of his wages for it.

Article 24

Subject to what is stated in Article (31) of this law, it is not permissible to fire the worker or take any disciplinary measure against him for reasons related to complaints and claims submitted by the worker to the competent authorities relating to the application of the provisions of this law to him.

Article 25

If it appears to the competent court in a lawsuit filed by the worker within sixty days from the date of his dismissal that the dismissal was arbitrary and contrary to the provisions of this law, it may issue an order to the employer to return the worker to his original work or pay compensation to him in addition to the notice allowance and other entitlements stipulated in Articles (32) , (33) of this law, provided that the amount of this compensation is not less than three months' wages and not more than six months, and compensation is calculated on the basis of the last wage the worker charges.

Article 26

- a . If the employer ends the fixed-term work contract before its term ends or the worker terminates it for one of the reasons mentioned in Article (29) of this law, the worker has the right to fulfill all rights and benefits stipulated in the contract as he deserves the wages that are due until the end of the remaining period of the contract unless he terminates The employment contract is a chapter under Article (28) of this law.
- B. If the termination of the contract for a specified period is issued by the worker in cases other than those stipulated in Article (29) of this law, the employer may request him for what arises from this termination of damages and damage. Half a month for each month of the remainder of the contract.

Article 27

- a . Subject to the provisions of Paragraph (b) of this Article, the employer may not terminate the service of the worker or give notice to him to end his service in any of the following cases:
 1. A pregnant working woman starting from the sixth month of her pregnancy or during maternity leave.
 2. The worker in charge of the flag or backup service while performing that service.
 3. The worker during his annual or sick leave or the leave granted to him for the purposes of labor culture or pilgrimage, or during his vacation agreed upon between the two parties to devote himself to union work or to join a recognized institute, college or university.
- B. The employer becomes dissolved from the provisions of Paragraph (A) of this Article if the worker uses another employer during any of the periods stipulated in that paragraph.

Article 28

The employer may fire the worker without notice, in any of the following cases:

- a . If the worker impersonates another person's identity or identity, or submits false certificates or documents with the intent to bring benefit to himself or harm others.
- B. If the worker fails to fulfill his obligations under the work contract.
- C. If the worker commits a mistake that results in a serious material loss to the employer, provided that the employer informs the agency or the competent authorities of the accident within five days of the time he became aware of his occurrence.
- D. If the worker violates the internal system of the institution, including conditions for the safety of work and workers, despite his warning in writing twice.

- E. If the worker is absent without legitimate cause more than twenty intermittent days during one year or more than ten consecutive days, provided that the chapter is preceded by a written warning sent by registered mail to his address and published in a local daily newspaper once.
- F. If the worker discloses work secrets.
- G. If the worker is convicted by a judicial ruling, he obtained the final degree of a felony or misdemeanor that violates honor and public morals.
- H. If he is found, during work, in a state of drunkenness or is affected by the drug or psychotropic substance he used, or if he committed an act that violates public morals in the workplace.
- I. If the worker assaults the employer, the responsible manager, one of his superiors, or any worker, or against any other person during the work or because of it, by beating or belittling him.

Article 29

The worker has the right to leave work without notice while retaining his legal rights for the termination of service and the resulting compensation for damages and holidays, in any of the following cases:

- a . Its use in work differs significantly in its type from the work in which it was agreed to use it according to the work contract, provided that the provisions of Article (17) of this law are observed.
- B. Use it in a manner that calls for permanent change of residence unless it is stipulated in the contract that it is permissible.
- C. Transfer him to another job in a lower degree than the work in which it was agreed to use it.
- D. Reducing his wages, provided that the provisions of Article (14) of this law are observed.
- E. If it is proven by a medical report issued by a medical reference that his continued work would threaten his health.
- F. If the employer or his representative assaults him during the work or because of it, by beating or belittling him.
- G. If the employer fails to implement any of the provisions of this law or any regulation issued pursuant thereto, provided that he has received a notice from a competent authority in the ministry requesting compliance with those provisions.

Article 29

The employer must give the worker, upon the end of his service, upon his request, a service certificate stating the name of the worker, the type of his work, the date of joining the service, and the date of the end of service, and the employer is obliged to return the papers deposited with him by the papers or tools.

Article 31

- a . If the employer's economic or technical circumstances require reducing the workload, replacing another production system or stopping work altogether, which may result in the termination or suspension of work contracts of unlimited duration, in whole or in part, he must inform the Minister in writing, supported by the justifications for that.
- B. The Minister shall form a committee from the three production parties to verify the integrity of the employer's procedures and submit its recommendations thereon to the Minister within a period not exceeding fifteen days from the date of submitting the notification.
- C. The Minister shall issue his decision regarding the recommendation, within seven days from the date of its submission by approving or reviewing the employer's procedures.
- D. If the minister decides in light of the recommendations of the committee that the employer has to return a number of workers to their sites and that the circumstances of the employer tolerate this, the employer may appeal the minister's decision before the Appeals Court within ten days from the date of notification of this decision and the court will consider it in an urgent manner so that a decision is made on the appeal Within a period not exceeding a month, and its decision is final.
- E. Workers whose services have been terminated in accordance with paragraph (a, b) of this article shall be entitled to return to work within one year from the date they left work if the work returned to normal and they could be employed by the employer.
- F. A worker who has suspended his employment contract in accordance with paragraph (a) of this article has the right to leave work without notice while retaining his legal rights to end the service.

Article 32

Subject to the provisions of Article (28) of this law, the worker who works for an unlimited period and is not subject to the provisions of the Social Security Law and whose services end for any reason shall have the right to obtain an end-of-service gratuity at the rate of one month's wages for each year of his actual service and a relative reward is given for the year. The reward is based on the last wage he received during the period of his use. Either if all or part of the wage is calculated on the basis of commission or part, then the monthly average of what the worker actually received during the twelve months prior to the end of his service is paid, and if his service does not reach this limit, the monthly average of the total of his service is considered to be Pray that lies between the work of another and not more than a month as if for use when connected to the bonus account.

Article 33

- a . In addition to the end-of-service gratuity, a worker who is subject to special regulations for the institution in which he works has the right to savings, or retirement funds, or any other similar fund, is entitled to all the benefits granted to him under these regulations in the event of service termination.
- B. The regulations pertaining to the funds stipulated in Paragraph (a) of this Article shall be approved by the Minister or his authorized representative.
- C. The regulations of any of the funds stipulated in Paragraph (A) of this Article may stipulate that the investment of its funds be wholly or partly in the shares or shares of the company in which that fund was established.
- D. The funds provided for in Paragraph (a) of this Article shall have an independent legal personality and the rules of any of them shall include matters related to the management of the fund, including the following:
 1. The presence of a general fund for the fund consisting of all the members of the fund that meet at least once a year to approve the fund accounts, discuss administrative and financial matters, and elect their representatives in the fund management committee.
 2. The fund's funds and investments are managed by a committee whose members are employees of the institution that is a member of the fund.

Article 34

If the worker dies, all his rights prescribed under the provisions of this law shall be transferred to his legal heirs in addition to his rights in any of the funds stipulated in Article (33) of this law.

Article 35

- a . The employer may use any worker under trial in order to verify his competence and capabilities to perform the required work, provided that the duration of the trial in any case does not exceed three months and that the wage of the worker in the trial is not less than the minimum set for the wages.
- B. The employer has the right to terminate the use of the worker under trial without notification or remuneration during the trial period.
- C. If the worker continues to work after the end of the trial period, the contract is considered an employment contract for an unlimited period, and the trial period is counted within the employee's service period with the employer.

Article 73

Subject to the provisions concerning vocational training, the juvenile who has not attained the age of 16 years may not be employed in any form.

Article 74

The juvenile who has not completed 18 years of age may not be employed in hazardous, burdensome or harmful work, and such acts shall be determined by decisions issued by the Minister after consultation with the competent official authorities.

Article 75

Event is prohibited:

- A. More than six hours per day to be given a period of rest not less than one hour after working four hours continuous.

- B. Between 8 pm and 6 am.
- C. In the days of religious holidays, public holidays and weekly holidays.

Article 76

The employer shall, prior to the operation of any event, request him or his guardian to submit the following documents:

- A. A certified copy of birth certificate.
- B. Certificate of fitness for the health event for the required work issued by a competent doctor and certified by the Ministry of Health.
- C. The guardian's approval of the written event of the work in the institution, and these documents are kept in a special file of the event with sufficient data. His place of residence, the date of his employment, the work he used, his wages and his leave.

Article 77

The employer or the director of the institution shall be punished for any violation of any of the provisions of this chapter or any order or decision issued pursuant to which a fine of not less than one hundred dinars and not more than five hundred dinars. The penalty shall be doubled in case of repetition.

6. OVERVIEW OF LABOR LEGISLATION: OCCUPATIONAL HEALTH AND SAFETY AND INSURANCES

This will be according to Jordan Labor Law (No. 8 for 2002), Regulation for the Protection and Safety of Workers from Machineries and Workplaces (No. 43 for 1998) and Regulation of Preventive and Therapeutic Medical Care for the Workers in Establishments (No. 42 for 1998) and as follows

a. National labor Legislation; Occupational Health and safety

Labor Law (No. 8 for 2002)

The key component of this Law is stated by Article 56 paragraphs (A) and (B) regarding the right of the laborer not to work more than six hours per day. Furthermore, Article 73 of this law bans the employment of individuals less than 16 years of age. The Law also outlines that the Project shall comply with article 78 related to occupational health and safety, and provides essential precautions and arrangements to protect the workers from the risk of hazards and supply Personal Protective Equipment (PPE).

Regulation for the Protection and Safety of Workers from Machineries and Workplaces (No. 43 for 1998)

The provisions of this regulation obligate any institution to take precautions and procedures to ensure prevention of occupational accidents. It identifies all types of safety risks at work sites, including mechanical, chemical and electrical machinery and industrial equipment.

Regulation of Preventive and Therapeutic Medical Care for the Workers in Establishments (No. 42 for 1998)

The provisions of this regulation obligate any institution to ensure the medical capability of workers via preliminary and regular medical examinations.

b. Social Security Law (No. 1 for 2014)

The key component of this law is stated by Article (4) paragraphs (A) and (B) regarding the right to obtain social security insurance for workers subject to the Labor Law, the worker who has reached the age of 16, and the temporary worker who works for 16 consecutive working days during the month. Moreover, Chapter Four shows the services of work-related injuries, hospitalization and compensation in the event of total or partial disability.

7. RESPONSIBLE STAFF

This section identifies the functions and/or individuals within the project responsible for (as relevant):

- Project owner/ MoA for engagement and management of contractors.
- A cooperative society established by the beneficiaries will be responsible for the staff in the project (This association will be established by the trainees who will work in the project and will participate in the project management during the implementation of the project, which is expected to last for a period of one year. This association will manage the project after the project is completed)
- Resident agriculture Engineer is responsible for engagement and management of project workers
- Jordan Programme Officer, environmental expert, Safety /social officer for occupational health and safety (OHS)
- Agriculture engineer and safety/Social officer for training of workers
- Safety /social officer for addressing worker grievances

8. POLICIES AND PROCEDURES

This section sets out information on OHS, reporting and monitoring and other general project policies. Where relevant, it identifies applicable national legislation. and supervisors are obliged to implement all reasonable precautions to protect the health and safety of workers. This section provides guidance and examples of reasonable precautions to implement in managing principal risks to occupational health and safety. Although the focus is placed on the operational phase of projects, much of the guidance also applies to construction and operation activities. MoA will appoint contractors with the technical capability to manage occupational health and safety issues for their employees and expand the scope of application of risk management activities through formal procurement agreements in implementing the construction of hydroponics units. The Ministry will implement the Department of Occupational Health and Public Safety Issues during the training and employment stages of the project after its operation. Preventive and protective measures should be introduced according to the following order of priority:

- Eliminating the hazard by removing the activity from the work process. Examples include substitution with less hazardous chemicals, using different manufacturing processes, etc;
- Controlling the hazard at its source through use of engineering controls. Examples include local exhaust ventilation, isolation rooms, and machine guarding, acoustic insulating, etc;
- Minimizing the hazard through design of safe work systems and administrative or institutional control measures. Examples include job rotation, training safe work procedures, lock-out and tag-out, workplace monitoring, limiting exposure or work duration, etc.
- Providing appropriate personal protective equipment (PPE) in conjunction with training, use, and maintenance of the PPE.
- The application of prevention and control measures to occupational hazards should be based on comprehensive job safety or job hazard analyses. The results of these analyses should be prioritized as part of an action plan based on the likelihood and severity of the consequence of exposure to the identified hazards. An example of a qualitative risk ranking or analysis matrix to help identify priorities is described in Table 2.1.1.

Where significant safety risks have been identified as part of Section 2, this section outlines how these will be addressed. Where the risk of forced labor has been identified, this section outlines how these will be addressed (see ESS2, paragraph 20 and related GNs). Where risks of child labor have been identified, these are addressed in Section 7.

The employer should establish procedures and systems for reporting and recording:

- Occupational accidents and diseases
- Dangerous occurrences and incidents
- Grievances and sexual harassment

These systems should enable workers to report immediately to their immediate supervisor any situation they believe presents a serious danger to life or health.

Where the Borrower has stand-alone policies or procedures, these can be referenced or annexed to the LMP, together with any other supporting documentation.

9. AGE OF EMPLOYMENT

This section sets out details regarding:

- The minimum age for employment on the project is 18 Years.
- The process that will be followed to verify the age of project workers:
 - National identification card /Original
 - Passport/original
 - Obtaining written confirmation from the applicant or their guardian of their age
 - Where there is any reasonable doubt as to the age of the applicant, requesting and reviewing available documents to verify age (such as a birth certificate, medical or school record, or other document or community verification demonstrating age).

The procedure that will be followed by the MoA / project owner if it is found that underage workers working in the project:

If a child under the minimum age is discovered working on the project, measures will be taken to terminate the employment or engagement of the child in a responsible manner, taking into account the best interest of the child. Possible measures are outlined in the labor management procedures

The procedure for conducting risk assessments for workers aged between the minimum age and 18:

Child over the minimum age and under the age of 18 may be employed or engaged in connection with the project only under the following specific conditions:

- (a) The work does not fall within paragraph 19 below;
- (b) An appropriate risk assessment is conducted prior to the work commencing; and
- (c) The Borrower conducts regular monitoring of health, working conditions, hours of work and the other requirements of this ESS

10. TERMS AND CONDITIONS

This section sets out details regarding to the employment terms and conditions applying to Hydroponics Farm in Al Mujib Valley project employees. These labor law rules will apply to all Hydroponics Farm in Al Mujib Valley project employees who are assigned to work on the project (direct workers), also part-time direct workers by their individual contracts.

- The Mujib Valley project applies two types of employment contract: a 75 days employment agreements and contracts on implementation of specific works. Majority of staff are permanent staff with fixed monthly wage rates (cash for training) as the same ILO paid for cash for training (US\$ 20 per day) and there will no differences among Syrian and Jordanian workers. All the recruiting procedures are documented and filed in the folders in accordance to the requirements of labour legislation of Jordan. Monthly timesheets are also filed and kept accurately. Forty Eight hour per week employment is practiced and recorded on paper. In line with the Labour law in agreement with employer direct workers of project owner will receive rest time in one day in week.
- The work hours for Mujib Valley project workers are 48 hours per week, eight hours per workday. It is noted the Labor Code provides for a work week of 48 hours but allows six-day weeks and this may be required for some project workers. Duration of workday during a six-day week should not exceed 8 hours to meet the 48-hour weekly legal provisions. All project workers will receive at least one rest day (24 hours) after six consecutive days of work.
- The contractors' labor management procedure will set out terms and conditions for the contracted workers. These terms and conditions will be in line, at a minimum, with this labor management procedure, the Jordan Labor law and specified in the standard contracts to be used by the Mujib Valley project, which will be provided in Project Operations Manual.

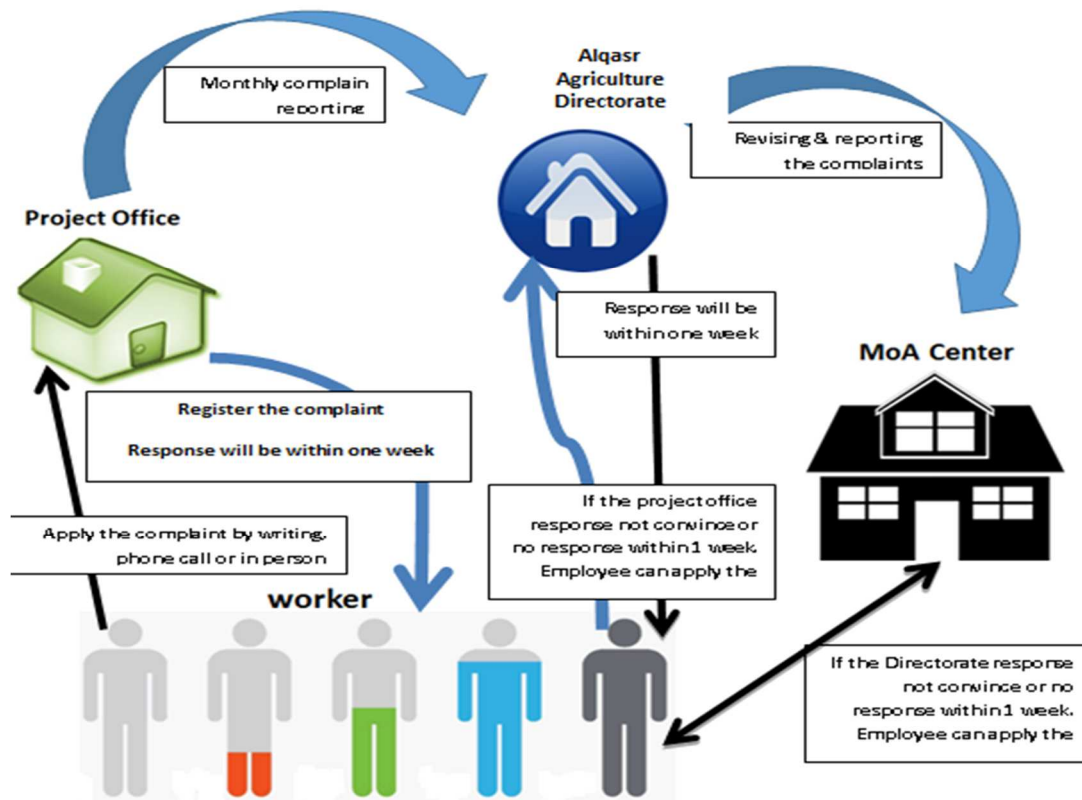
- Inclusion of workers in social security in accordance with the Social Security Law No. 1 of 2014 to Insure them for work injuries, health insurance and old-age insurance and other specific terms and conditions related to maternity leave, etc

11. GRIEVANCE MECHANISM

Back ground:

The project will include multi-level arrangements for registering and addressing grievances and complaints from project-affected people. The primary purpose of the project grievance redress mechanism is to provide clear and accountable means for affected persons to raise complaints and seek remedies when they believe they have been harmed by the project. An effective and responsive GRM also facilitates project progress, by reducing the risks that unaddressed complaints eventually lead to construction delays, lengthy court procedures, or adverse public attention. In general, the affected worker should register his/her grievance in writing to the project officer or Alqasr Agricultural Directorate, by phone call (+96232315121, +962799963184), by Facebook link <https://www.facebook.com/groups/20723332651059/> or the Ministry website (www.moa.gov.jo) in person to the concerned employee (Supervision team on implement project (STIP), Technical officer), the numbers will be identified and announced as the project begins implementation . Regular meetings and discussions should be held with the laborer/worker who lodged their complaint and a response should be given by the end of this agreed upon period.

If the aggrieved worker does not receive a response within the specified period or is dissatisfied with the outcome, the complaint should be escalated to the next identified level (Minster of Agriculture). The GRM will be implemented with continuous monitoring to ensure that all grievances are adequately addressed. All grievances will be documented in the form of a log throughout the project life-cycle. A grievance redress mechanism for workers will also be put in place by the project manager based on the mutual agreed upon grievance mechanism with the workers in the project site. It will follow a similar approach to the project GRM, whereby the responsible persons for documenting and addressing complaints will be clearly communicated to the workers. An adequate timeline to respond to the complaints of the workers will also be included as part of this GRM. So that if the grievance is not answered and action is taken within one week, the intervention is carried out by the MoA /project owner to take the necessary measures regarding the grievance. The figure below shows the flow chart of grievance mechanism:



A grievance mechanism will be provided for all direct workers and contracted workers (and, where relevant, their organizations) to raise workplace concerns. Such workers will be informed of the grievance mechanism at the time of recruitment and the measures put in place to protect them against reprisal for its use. Measure will be put in place to make the grievance mechanism easily accessible to all such project workers, where it will be available through written complaint, direct contact with the mobile (+96232315121, +962799963184), and the WhatsApp application(00962 7 9996 3184).

The project Owner and Partner should inform direct and contracted workers, respectively, about the available grievance mechanisms, and how they work. The relevant information will be made available throughout project duration in a manner that is clear, understandable, and accessible to workers.

The labor management procedures include reasonable measures so that direct and contracted workers are not subjected to any form of retaliation as a result of any grievance raised. Such measures will include the need for confidentiality.

The grievance mechanism will be designed to address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in the Arabic language.

An effective and appropriate grievance mechanism operates with independence and objectivity, informs workers of the steps being taken to address their concerns, and allows for feedback about the response, within the timeframes specified in the grievance mechanism procedure. The grievance mechanism will be accessible to all direct and contracted workers, taking into account their different characteristics, including female workers, migrant workers, or workers with disabilities. Where appropriate, consideration can be given to allowing concerns to be raised anonymously and/or to a person other than Supervision team on implement project (STIP), this situation is required by the nature of the conservative community in the project area, and to empower women in particular to file a grievance.

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 project Owner has ? obligations and commitment related to (GRM) summarized as follow:

The Project Owner will apply the proposed grievance mechanism, process, procedure to receive and facilitate resolution of stakeholders' concerns and grievances about their environmental and social performance.

1. The grievance mechanism is scaled to the risks and potential adverse impacts to workers.

2. The grievance mechanism, process, or procedure addresses concerns promptly and effectively, using an understandable and transparent process that is culturally appropriate and readily accessible to all affected workers, at no cost and without retribution.
3. The mechanism, process or procedure will not impede access to judicial or administrative remedies.
4. The project owner and Partner will ensure that there is an independent, objective appeal mechanism for workers' grievances.
5. The project owner informed workers about the grievance mechanism and its implementation, protecting workers' privacy and submitting regular reports to the Ministry of Agriculture on its implementation, protecting individuals' privacy.
6. Grievance mechanisms for workers will be separate from public grievance mechanisms.

10. CONTRACTOR MANAGEMENT

This section sets out details regarding contract provisions related to labor and occupational health and safety as provided in the Jordan Procurement Documents law.

- MoA 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
- MoA will monitor the performance of records and reports compiled by contractors. Contractors' labor management records and reports that may be reviewed would include: representative samples of employment contracts records relating to grievances received and their resolution, reports relating to safety inspections, including fatalities and incidents and implementation of corrective actions, records relating to incidents of non-compliance with national law and/or ESS2. MoA will monitor the performance of records of training provided for contracted workers to explain occupational health and safety risks and preventive measures.