



# **PHILIPPINE RURAL DEVELOPMENT PROJECT SCALE - UP**

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## **LABOR MANAGEMENT PROCEDURE (LMP)**

**April 18, 2023**

**Department of Agriculture  
Philippine Rural Development Project (PRDP) Scale-up  
Labor Management Procedures (LMP)**

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## LIST OF ACRONYMS

AF	-	Additional Financing
CBA	-	Collective Bargaining Agreements
CERC	-	Contingent Emergency Response Component
CSHP	-	Construction Safety and Health Program
CMT	-	Citizens Monitoring Team
COS	-	Contract of Services
CSC	-	Civil Service Commission
COA	-	Commission on Audit
CoDI	-	Committee on Decorum and Investigation
DA	-	Department of Agriculture
DOLE	-	Department of Labor and Employment
EHS	-	Environment, Health and Safety
ESS	-	Environmental and Social Standards
ESF	-	Environmental and Social Framework
ESMP	-	Environmental and Social Management Plan
F2C2	-	Farm and Fisheries Clustering and Consolidation
FCAs	-	Farmers/Fisherfolks Cooperative and Associations
GBV	-	Gender-based Violence
GRM	-	Grievance Redress Mechanism
IESSF	-	Integrated Environmental and Social Safeguards Framework
ILO	-	International Labor Organization
IATF	-	Inter-Agency Task Force for the Management of Emerging Infectious Diseases
JO	-	Job Orders
JC	-	Joint Circular
LGUs	-	Local Government Units
LMP	-	Labor Management Procedures
NAFMIP	-	National Agriculture and Fisheries Modernization and Industrialization Plan
NPCO	-	National Project Coordination Office
OL	-	Original Loan
OSH	-	Occupational Safety and Health
PPMIU	-	Provincial Project Management Implementing Unit
PSOs	-	Project Support Offices
PRDP	-	Philippine Rural Development Project
PCIPs	-	Provincial Commodity Investment Plans
RPCOs	-	Regional Project Coordination Office
SEP	-	Stakeholder Engagement Plan
SUCs	-	State Universities and Colleges
SEA	-	Sexual Exploitation and Abuse
SH	-	Sexual Harassment
SOGIE	-	Sexual Orientation, Gender Identity and Expression
WB	-	World Bank

## DEFINITION OF TERMS

**Child labor** – is understood to be any physical, mental, social or moral activity that deprives children, because it interferes with their education, prevents them from carrying out activities appropriate to their age, and limits their full development.

**Community workers** - projects may include the use of community workers in a number of different circumstances, including where labor is provided by the community as a contribution to the project, or where projects are designed and conducted for the purpose of fostering community-driven development, providing a social safety net or providing targeted assistance in fragile and conflict-affected situations.

**Contracted worker** is a worker employed or engaged by a third party (this may include contractors, subcontractors, brokers, agents, or intermediaries) to perform work or provide services related to the core functions of the project, where the third party exercises control over the work, working conditions, and treatment of the project worker. In such circumstances, the employment relationship is between the third party and the project worker, even if the project worker is working on an ongoing basis on project activities.

**Direct worker** is a worker with whom the Borrower has a directly contracted employment relationship and specific control over the work, working conditions, and treatment of the project worker. The worker is employed or engaged by the Borrower, paid directly by the Borrower, and subject to the Borrower's day-to-day instruction and control. Examples of direct workers may include persons employed or engaged by the Borrower's project implementation unit to carry out design and supervision, monitoring and evaluation, or community engagement in relation to the project.

**Forced Labor** - all work required of an individual under threat of any penalty and that is not done voluntarily, that is, there is no consent, shall be considered forced labor.

**Gender-based violence (GBV)** - is an umbrella term for any harmful act that is perpetrated against a person's will and that is based on socially-ascribed (i.e., gender) differences between males and females. It includes acts that inflict physical, sexual or mental harm or suffering, threats of such acts, coercion, and other deprivations of liberty. These acts can occur in public or in private.

**Gender Identity** - Each person's deeply felt internal and individual experience of gender (e.g. of being a man, a woman, in-between, neither or something else), which may or may not correspond with the sex they were assigned at birth or the gender attributed to them by society. Note that this sense of self is not related to sexual orientation. Gender identity is internal; it is not necessarily visible to others.

**Gender Expression** - The way we show our gender to the world around us, through things such as clothing, hairstyles, and mannerisms, to name a few.

**Migrant workers** are workers who have migrated from one country to another or from one part of the country to another for purposes of employment.

**Primary supply worker** is a worker employed or engaged by a primary supplier, providing goods and materials to the project, over whom a primary supplier exercises control for the work, working conditions, and treatment of the person.

**Primary suppliers** are those suppliers who, on an ongoing basis, provide directly to the project goods or materials essential for the core functions of the project. Core functions of a project constitute those production and/or service processes essential for a specific project activity without which the project cannot continue.

**Sexual exploitation and abuse (SEA)** Sexual exploitation is any actual or attempted abuse of a position of vulnerability, differential power or trust for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another (UN Glossary on Sexual Exploitation and Abuse 2017) Sexual abuse is the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions (UN Glossary on Sexual Exploitation and Abuse 2017)

**Sexual harassment (SH)** is any unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature.

**Sexual Orientation** - Each person's enduring capacity for profound romantic, emotional and/or physical feelings for, or attraction to, person(s) of a particular sex or gender. It encompasses hetero-, homo- and bi-sexuality and a wide range of other expressions of sexual orientation.

## I. Project Background and Rationale

1. The Philippine Rural Development Project (PRDP) Scale-up Project responds to the Government's goal of transforming the agri-fishery sectors to be more competitive, sustainable, and technologically-based, so as to contribute to inclusive growth and poverty reduction. It shall build on the experiences of the original PRDP and its two additional financing which have been implemented by the Department of Agriculture (DA) since 2014 and set to close in 2025. With eight (8) years of implementation so far, the PRDP has gained a wealth of experience in its engagement with various partner agencies, particularly with the Local Government Units (LGUs), in the delivery of the needed agriculture and fisheries services for rural development. The PRDP Scale-up will adopt the clustering and consolidation strategy of farmers and fisherfolk groups producing priority commodities that are within the Provincial Commodity Investment Plans (PCIPs) and aligned with the National Agriculture and Fisheries Modernization and Industrialization Plan (NAFMIP). The PRDP Scale-Up is envisaged to introduce a more holistic design and strategies by looking at a broader agri-food/commodity system to address the gaps in the whole commodity value chains, level up approaches and innovations based on lessons learned, contribute to improving climate resilience and modernizing the agriculture and fisheries sector. Interventions include the emphasis on rebuilding the whole value chain, improving the food supply chain and logistics, prioritizing farm-to-market roads (FMRs) with value chain infrastructure support, the inclusion of rice and corn focusing on value addition, and mainstreaming of institutional reforms in the DA programs and projects.
2. The Project Development Objective (PDO) is "to improve farmers and fisherfolk access to markets and increase income from selected agri-fishery value chains."
3. The project development objective (PDO) will be operationalized through the introduction of strategic overlays of relevant criteria for regional perspective planning, provision of climate-smart rural infrastructures, small to large-scale value chain infrastructure support for enterprise development, capacity building and other support services along the commodity value chains to attain a modernized and robust agri-fishery productivity. In addition, the Project intends to improve the access of farmers and fisherfolk to the markets and in turn positively affect their income from agri-fishery activities in priority areas.
4. **Project Components.** The project components remain the same as that of the original PRDP which some refinements as described as follows:

### **Component 1. National and Local Level Planning (I-PLAN)**

5. The I-PLAN component of the PRDP Scale-Up will lay down the strategic framework in the context of overall project operation and implementation of interventions. Invoking NAFMIP as the medium-term strategic framework for the rationalization of DA's plans and budgets, the primary goal of the I-PLAN Component of the PRDP Scale-Up is to strengthen the framework and linkages for the delivery of devolved but integrated agriculture and fishery services by the national and local government units. The component anticipates seeing the results of capacity development activities reflected in the updated and enhanced Value Chain Analysis (VCAs) and Provincial Commodity Investment Plans (PCIPs).

### **Component 2: Rural Infrastructure Market Linkage (I-BUILD)**

6. The I-BUILD component will focus on delivering climate-resilient access and value chain infrastructure support with the end goal of building up food distribution hubs and logistics systems to provide unhampered mobility, access and stable supply of food commodities and other agri-fishery products with reduced transport, handling, and hauling costs thereby improving product quality and prices in target markets. It will take off from I-PLAN's strategic overlay of criteria and parameters in coming up with key investment areas in the value and supply chains from the regional perspective. To further ensure more climate-resilient and sustainable rural infrastructure investments, hazard mapping analysis will be considered in the design and planning of infrastructure subprojects with the incorporation of the Philippine Agricultural and Biosystems Engineering Standard (PABES) and the compliance with the World Bank's new Environmental and Social Framework (ESF).

### **Component 3: Enterprise Development (I-REAP)**

7. The Enterprise Development component aims to increase productivity, value addition and improve access to the market of enterprise clusters through efficient cluster-based agricultural and fishery productivity enhancement interventions. Strategically, I-REAP will aim to support small to large-scale, high-impact investments and enterprise development through common service facilities, capacity-building, and other agri-aqua-support services for Farmers and Fisherfolk Cooperative and Associations (FCAs) and FCA clusters. It will also support FCA groups and clusters in increasing private sector investments in the agricultural and fishery sector by strengthening the productive alliance with the private sector aimed to enable FCAs to access proven new technologies and systems, and provide additional resources such as finances and expertise. Adoption of clustering and consolidation strategies which would cater to a wide array of commodities and beneficiaries will be the centerpiece of I-REAP subprojects implementation. The provision of common service facilities under I-REAP will consolidate and integrate the production, value-addition, and distribution of agri-fishery produce. Delineating value chain infrastructure support investments from I-BUILD portfolio, I-REAP will focus on interventions that will support the operations of private enterprises. Considering the new model being adopted for PRDP Scale-Up, I-REAP will implement flexible modalities for business plan initiation, which include private agribusiness entities-initiated aside from the LGUs and FCAs/FCA cluster, provided that business plans shall show linkages between the FCAs and the private sector whether in terms of assured market, technology support, and other technical assistance.

### **Component 4: Project Implementation Support (I-SUPPORT)**

8. The I-SUPPORT component provides the backbone of PRDP Scale-Up implementation. It will ensure the crucial role of ensuring coordinated approaches and strategies among the three components by providing support for effective and efficient project management, project oversight, capacity building/strengthening complementary project staffing, technical assistance and operating costs for its implementation. Full institutionalization of all innovations developed in the Original Loan (OL) and Additional Financing (AF) of the PRDP will be further pursued in the DA central and regional offices. The various functions would be implemented by units comprising; Administration, Finance, Legal, Economics, Social &

Environmental Standards, Monitoring & Evaluation, InfoAce, Geo-mapping and Governance, and Budget & Accounting.

### **Component 5. Contingent Emergency Response Component (CERC)**

9. The Contingent Emergency Response Component (CERC) is a new component and will provide the Government a rapid access to financing to respond to an eligible crisis or emergency through an ex-ante mechanism. Anchored on the agreed triggers and specific operational guidelines, this would allow rapid access and reallocation of uncommitted project funds to immediately respond to urgent situations particularly in the event of disasters (geophysical, climate-related, or man-made) such as typhoons, floods, earthquakes, volcanic eruptions, droughts and disease outbreaks, and public emergencies (e.g., pandemic). The utilization of funds for CERC may consider reallocation of uncommitted funds within the component (e.g., from Subcomponent 2.2. to Subcomponent 2.1) and/or from one component to another (e.g., from I-BUILD to I-REAP) based on the immediate needs of the concerned component. Utilization of funds would be in accordance with the eligible list of items, goods and civil works required to support the immediate response and recovery interventions, invoking the agency's mandate under various emergency response and contingency plans.
10. PRDP Scale Up covers the 16 regions composed of 82 provinces in the country. The Project will cater to LGUs at the provincial, municipal, and city levels as primary implementing partners of infrastructures, and FCA /FCA clusters in partnership with LGUs, as eligible proponents for enterprise development subprojects. FCAs with existing Cluster Development Plans (CDPs) of the Farm and Fisheries Clustering and Consolidation (F2C2) program of the DA that contains the types of interventions and investment requirements that can be supported by the Project, will be considered as priority beneficiaries given their preparedness for Project implementation.
11. Given the large amount of the PRDP Scale up, of which most would be on infrastructure subprojects, the labor requirement is expected to be large at an aggregate level, but small- to medium-scale at a local sub-project level. The bulk would consist of contracted workers that will be hired during construction. Additional project staff at the national, regional, and provincial levels would be needed to help implement the Project. Labor risks are expected to be low given the strong Labor Code of the Philippines which is at par with international standards for child labor, labor management, and decent work as well as with the World Bank (WB) Environmental and Social Standard (ESS) 2. The minimum age under the Labor Code is even higher at 15 years compared with the WB ESF 14 years old. PRDP also has a track record of contracting well performing construction enterprises for infrastructure subprojects. Monitoring of labor influx under PRDP showed that this will not impose significant risks, as local labor is normally sufficient for the Project's construction requirements. Risks related to sexual exploitation and abuse/sexual harassment SEA/SH in the workplace may be encountered although no incident has been reported throughout PRDP's implementation.
12. The Project has prepared this Labor Management Procedures (LMP) document to address the key labor risks outlined above. It also sets out the terms and conditions for employment, a



code of conduct for workers, and a Grievance Redress Mechanism (GRM) specific for project workers.

13. Although the PRDP Scale Up is implementing the ESF for the first time, the original PRDP has been applying some of the provisions of ESS 2 as it complied with the requirements of the Integrated Environmental and Social Safeguards Framework (IESSF) drafted under the old safeguards policies. The IESSF included guidelines on the assessment and monitoring of appropriate mitigation measures to address labor-related risks such as labor influx, occupational safety and health, child labor, discrimination, and wage standards. A discussion on these labor-related risks is part of the Environmental and Social Assessment of subproject proposals and appropriate mitigating measures are included in the subproject specific Environmental and Social Management Plan (ESMP). PRDP has also shown its ability and capacity to cope and respond to crisis and continue its operations during the COVID-19 pandemic crisis. The IESSF was enhanced in 2020 to include provisions on COVID-19 guidelines during construction. All these elements are integrated in this LMP together with the other provisions of ESS 2.

## II. Objectives of the LMP

14. The PRDP Scale-up prepared the Labor Management Procedure (LMP) document to ensure right to decent work<sup>1</sup> and equal opportunities. The LMP sets out the guidelines on labor matters, including measures on how to avoid and/or mitigate labor-related risks and issues such as unsafe working conditions, child labor, unfair treatment and discrimination at work. This is to ensure that the implementation of PRDP Scale-up shall be in accordance with labor and employment standards. The LMP, shall be reviewed periodically and enhanced accordingly based on additional information/ experiences during implementation and as deemed relevant.
15. The LMP has the following objectives:
  - To promote safety and health of the project workers;
  - To promote the fair treatment, non-discrimination, and equal opportunity of among the workforce of the Project;
  - To protect the rights of project workers, especially vulnerable workers such as women, persons with disabilities, children (of working age, in accordance with this LMP), workers at risk due to their sexual orientation, gender identity and expression (SOGIE), among other vulnerabilities;
  - To prevent the use of all forms of forced labor and child labor;
  - To support the principles of freedom of association and collective bargaining of project workers in a manner consistent with national laws;
  - To provide project workers with accessible means to raise workplace concerns.

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<sup>1</sup> International Labour Organization (ILO) defines decent work as “**productive work for women and men in conditions of freedom, equity, security and human dignity**”.

### III. Legal Framework

16. The LMP has been prepared in accordance with the applicable Philippine laws and regulations, International Labor Organization (ILO) fundamental conventions ratified by the Philippines, the General Guidelines on Environment, Health and Safety (EHS) of the World Bank<sup>2</sup> Group and the ESS 2 of ESF of the World Bank. The Philippines became a member of the ILO on 15 June 1948. It was the first country in Asia to participate in a pilot programme on decent work in 2002. The Philippines has ratified thirty-eight (38) ILO Conventions including all of the eight (8) Fundamental Conventions<sup>3</sup>, as follows: C.29 Forced Labour Convention, 1930; C.87 Freedom of Association and Protection of the Right to Organise Convention, 1948; C.98 Right to Organise and Collective Bargaining Convention, 1949; C.100 Equal Remuneration Convention, 1951; C.105 Abolition of Forced Labour Convention, 1957; C.111 Discrimination (Employment and Occupation) Convention, 1958; C.138 Minimum Age Convention, 1973; and C.182 Worst Forms of Child Labour Convention, 1999.
17. World Bank's ESS 2 promotes safety and health at work, fair treatment, non-discrimination, and equal opportunity of project workers. It also prescribes protection of vulnerable workers such as women, persons with disabilities, children (working age), and migrant workers, contracted workers, community workers, and primary supply workers. It also prohibits the use of all forms of forced labor and child labor and supports the principles of freedom of association and collective bargaining of project workers in a manner consistent with national law.
18. Full protection to labor is enshrined and labor rights are guaranteed in the 1987 Philippine Constitution<sup>4</sup>, which implies that the rights of the workers are given recognition in the highest hierarchy of laws under the Philippine legal system. The Labor Code of the Philippines (PD 442 / RA 6715) is a comprehensive regulation that regulates employment relations and provides the labor and working standards. The law promotes equal work opportunities regardless of sex, race or creed and regulates the relations between workers and employers. It provides the rights and benefits to all workers, such as workers' rights to self-organization, collective bargaining, and humane work conditions.
19. Workers employed in the public sector are covered by the country's Civil Service Law (PD 807) which explicitly recognizes government employees' rights to self-organization and collective bargaining. The law and its implementing regulations empower the Civil Service Commission to issue memorandum circulars to manage, develop and ensure security of tenure and welfare of government employees.
20. Project workers that shall be engaged by the government under Contract of Services (COS) or as Job-Orders (JO) are not governed by the Civil Service law. However, the rules and

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<sup>2</sup> The guides can be found in the following link <https://documents.worldbank.org/en/publication/documents-reports/documentdetail/157871484635724258/environmental-health-and-safety-general-guidelines>

<sup>3</sup> ILO Philippines, [wcms\\_371657.pdf \(ilo.org\)](https://www.ilo.org/wcmsp5/groups/public/-/wcms_371657.pdf)

<sup>4</sup> Articles II Sections 9, 10, 11, 13, 14, 18, and 20; III Sections 1, 4, and 8; XIII Sections 1, 2, 3, and 14

regulations governing such engagements are governed by Joint Circular (JC) Nos. 1 Series of 2018 and 2017 promulgated by the Civil Service Commission (CSC), the Commission on Audit (COA) and the Department of Budget and Management (DBM). These provide among others the minimum wages which should be equivalent to the daily wage/salary of comparable positions in the government and a premium of up to 20% effective January 1, 2019.

21. Occupational safety and health and standards as stipulated in RA 11058 Strengthening Compliance with Occupational and Health Standards and Providing Penalties for Violations Thereof, ensure safety and health at the workplace. The Department of Labor and Employment (DOLE) Department Order No. 198-2018 sets out the implementing rules and regulations of this act. The order provides that all workers must be appropriately informed by the employer about all types of hazards in the workplace, and be provided access to training, education, and orientation of chemical safety, electrical safety, ergonomics, and other hazards and risks.
22. In terms of the Public Health Management for Project Workers, such as in the case of the COVID-19 pandemic, the Project will adhere to the relevant government regulations and guidelines for health protocols for the protection of workers against COVID-19. The latest issuance of the Inter-Agency Task Force for the Management of Emerging Infectious Diseases (IATF) for the Management of Emerging Infectious Diseases is the adoption of the new alert level system for COVID-19 as stipulated in the “GUIDELINES ON THE NATIONWIDE IMPLEMENTATION OF ALERT LEVEL SYSTEM FOR COVID-19 RESPONSE as of February 27, 2022”. As the subprojects are implemented in various localities, the Project shall observe as well the local ordinances issued by the LGUs pertaining to health protocols against COVID-19.
23. The LMP shall adhere as well to other national laws that support the World Bank ESS 2 on the protection of the rights of workers and ensure non-discrimination and equal opportunities such as: RA 6685 (Act that stipulates preference for local workers); RA 10364 (Expanded Anti-Trafficking in Persons Act); RAs 7877 (Anti-Sexual Harassment Act); RA 9231 (Act providing for the elimination of the worst forms of child labor and affording stronger protection for the working child; penalizes any person who employs a child below 15 years old, except in work allowed by law); RA 10151 (Act allowing employment of night workers repealing Articles 130 and 131 of Presidential Decree No. 442, as amended, otherwise known as the Labor Code of the Philippines); RA 10396 (Act strengthening conciliation-mediation as a voluntary mode of dispute for all labor cases, amending for this purpose Article 228 of PD No. 422, as amended, otherwise known as the Labor Code of the Philippines); RA 11466 (Modifies the salary schedule for civilian government personnel and authorities); RA 9710 (The Magna Carta of Women); RA 7277, as amended by RA 9442 (Magna Carta for Disabled Persons); RA 8371 (Indigenous Peoples Rights Act); RA 11210 (expanded maternity leave); RA 8187 (paternity leave benefit); RA 8972 (grants parental leave of not more than 7 days, and additional 15-day maternity leave for solo parent female worker).
24. The Philippine labor laws and regulations contain the key elements of ESS 2 that includes labor management procedures, terms and conditions of employment, rights of workers, occupational safety and health, non-discrimination and equal opportunity, prohibition on

forced labor, and provisions on workers’ organizations, grievance mechanism, and regulations for vulnerable workers, including child workers. However, the regulations are not clear on measures to prevent harassment, other than sexual and gender-based offenses, exploitation in the workplace, and on provision of social benefits and applicability of grievance mechanism to contract employees in the public sector. This Labor Management Procedures (LMP) has been prepared to fully align with the ESS 2.

#### IV. Overview of Labor Use/Types of Project workers

##### a. Direct Workers

25. This refers to the people employed directly by DA to work specifically in relation to the project. The various offices – National Project Coordination Office (NPCO), the four (4) Project Support Offices (PSOs) and the sixteen (16) Regional Project Coordination Office (RPCOs) shall be comprised of designated regular DA personnel and hired full-time project staff who shall be responsible for project implementation. The current number of project staff of PRDP including the regular DA personnel is 1,194 direct workers. For PRDP Scale up the indicative number of staffing that will be mobilized/hired is a total of 1,331 to be assigned at the NPCO, the four (4) PSOs and RPCOs in the 16 regions (see Table below for the breakdown of indicative PRDP Scale up staffing). All personnel that will be involved under the PRDP Scale-Up will be covered by this LMP including migrant workers.

<b>Indicative PRDP Scale up Staffing</b>			
<b>Office</b>	<b>No. of Hired Staff</b>	<b>No. of DA Regular Staff</b>	<b>Total</b>
NPCO	<b>115</b>	<b>33</b>	<b>148</b>
<b>NORTH LUZON CLUSTER</b>			
PSO	55	9	64
RPCO CAR	31	25	56
RPCO I	25	26	51
RPCO II	37	24	61
RPCO III	41	20	61
<b>Sub-total</b>	<b>189</b>	<b>104</b>	<b>293</b>
<b>SOUTH LUZON CLUSTER</b>			
PSO	61	6	67
RPCO IV-A	29	29	58
RPCO IV-B	35	18	53
RPCO V	40	23	63
<b>Sub-total</b>	<b>165</b>	<b>76</b>	<b>241</b>
<b>VISAYAS CLUSTER</b>			
PSO	56	7	65

<b>Indicative PRDP Scale up Staffing</b>			
<b>Office</b>	<b>No. of Hired Staff</b>	<b>No. of DA Regular Staff</b>	<b>Total</b>
RPCO VI	36	17	53
RPCO VII	31	21	52
RPCO VIII	31	18	49
<b>Sub-total</b>	<b>154</b>	<b>63</b>	<b>219</b>
<b>MINDANAO CLUSTER</b>			
PSO	80	6	86
RPCO IX	33	29	62
RPCO X	30	30	60
RPCO XI	26	27	53
RPCO XII	31	32	63
RPCO XIII	30	24	54
BARMM	36	16	52
<b>Sub-total</b>	<b>266</b>	<b>164</b>	<b>430</b>
<b>TOTAL</b>	<b>889</b>	<b>440</b>	<b>1,331</b>

26. Since the subprojects are being implemented by partner LGUs as subproject proponents, direct workers shall also pertain to the people employed by the LGUs as part of the PPMIU and C/MPMIU. The LGUs, as per MOA with DA, are required to assign permanent staff as part of the PPMIU and C/MPMIU. There are also instances, as with the experience in implementing PRDP under the Original Loan, AF1 and AF2 wherein LGUs hire project staff (as CSOs/JOs) to work specifically on PRDP subprojects to augment the regular/organic staff who usually have multiple assignments. Enterprise subprojects shall also involve the hiring of personnel to manage and operate the enterprises as well as the value-chain infrastructure support such as slaughterhouses, cold storage, among others. These types of workers are also considered as direct workers.

27. Government civil servants or the permanent DA and LGU personnel who are working in connection with the Project, whether full time or part time, will remain subject to the terms and conditions of their existing public sector employment agreement or arrangement, unless there has been an effective legal transfer of their employment or engagement to the project.

**b. Contracted workers**

28. This refers to people employed through third parties to perform work related to core functions of the project, regardless of location. Third parties may include contractors, subcontractors, or intermediaries. For this project, contracted workers are identified as follows:

- Construction workers of the winning contractors for the subprojects that involve infrastructure subprojects under the I-BUILD and I-REAP Components. Contractors will be chosen based on the process stipulated in the procurement plan of this project.
  - Public and private institutions and State Universities and Colleges (SUCs) shall be contracted by the DA for technical training, organizational development and other capacity building activities that would be required to implement the project.
29. The Project will make reasonable efforts to ascertain that third parties who engage contracted workers are legitimate and reliable entities and have in place labor management procedures applicable to the Project that will allow them to operate in accordance with the requirements of the LMP of the Project.
30. The Project will establish procedures for managing and monitoring the performance of such third parties in relation to the requirements of the LMP. In addition, the Project will incorporate the requirements of the LMP into contractual agreements with such third parties, together with appropriate noncompliance remedies. In the case of subcontracting, the Project will require such third parties to include equivalent requirements and noncompliance remedies in their contractual agreements with subcontractors.

**c. Community workers**

31. This refers to circumstances when a project may include the use of community workers in a number of different circumstances, including where labor is provided by the community as a contribution to the project, or where projects are designed and conducted for the purpose of fostering community-driven development, providing a social safety net or providing targeted assistance in fragile and conflict-affected situations.
32. Given this definition, there will be no community workers involved under the Project. In the original PRDP and AFs, community members have been engaged as part of the Project's Citizens Monitoring Team (CMT). The CMT is intended to ensure social accountability and do not have an official function in the subprojects. They are provided trainings to help them be able to monitor and report on the quality of construction from time to time which complements but does not replace the formal monitoring duties of project staff. Members conduct "monitoring" on an ad hoc basis so there is no regularity in terms of timing and the assignment of people. The activities of the CMT does not qualify them as community workers.

**d. Primary supply workers**

33. Primary suppliers are those suppliers who, on an ongoing basis, provide directly to the project goods or materials essential for the core functions of the project. 'Core functions' of a project constitute those production and/or service processes essential for a specific project activity without which the project cannot continue. As subprojects are scattered all over the country, there will be no primary suppliers involved. As with the original PRDP and AFs, contractors will undergo the process of procurement in accordance with the existing procurement laws, rules and regulations, and will have varied suppliers for the materials they will use.

**e. Migrant workers**

34. It is possible that the Project may involve migrant workers particularly those who have migrated from one part of the country to another for purposes of employment. However, the number would be very small as RA 6685 Preference for Local Workers requires at least 50 percent of unskilled and 30 percent of skilled labor requirements to be actual residents in the province, city, and municipality. Based on experience with the original PRDP, it is also highly unlikely that there are no locally available skilled workers in the subproject location. Nevertheless, this LMP will also apply to migrant workers whether they are employed or engaged directly by the Project or through a third party such as the contractors.

**V. Assessment of Key potential labor risks**

35. In order to implement appropriate mitigation measures and adopt policies and procedures to protect the rights of project workers, the Project has identified the following key potential labor risks:

**a. Occupational Safety and Health (OSH) Risks**

36. PRDP Scale up will heavily involve construction activities given that investments in the I-BUILD component will largely fund the construction/rehabilitation of Farm to Market Road (FMRs) and bridges, irrigation systems, potable water supply, and value-chain rural infrastructure support while investments in the I-REAP component include rural infrastructures such cold storages, warehouses, greenhouses, trading and market centers, and hatcheries. Occupational Safety and Health risks are likely to happen during construction activities as well as during enterprise operations if not mitigated accordingly and if contractors/LGUs/FCAs do not comply with occupational safety and health and standards as stipulated in the RA 11058-Strengthening Compliance with Occupational Safety and Health Standards and Providing Penalties for Violations Thereof.
37. During construction of infrastructure subprojects hazards to workers may arise from the use of materials such as paints and solvents as well as from working conditions that require working at heights or in confined spaces, working in trenches and excavations, poor lighting, and working with electrical and mechanical systems. Construction workers may also experience extended working hours and night work that could contribute to mental stress and fatigue. For enterprise subprojects occupational risks include possible exposure to hazardous chemicals and emission of water and air pollution from enterprise and agricultural activities and livestock farms, animal diseases that may be transferred to humans such as foot and mouth disease (FMD), swine flu, bird flu, mad cow disease and others. Working in heat and cold (refrigerated rooms), and noise (from working inside spaces with loud equipment) will also be risks requiring special precautions. Time limits, breaks, and special protective equipment consistent with good industry practice should be observed for those as well. There is also the risk of accidents and injuries in the construction sites and from agriculture equipment operations. Infections due to exposure to virus and spread of communicable

diseases, including Covid-19, the HIV/AIDS and other communicable diseases also pose risks to workers. Project workers may also be exposed to operational accidents or natural hazards (e.g., chemical spills, release of gases and odors, earthquake, fire, or other health and safety related incidents).

**b. Labor Influx**

38. Labor influx is the rapid migration to, and settlement of workers and followers in the project area. Labor influx will not likely impose significant risks in subproject areas where local labor is normally sufficient for the Project's construction requirements. RA 6685 Preference for Local Workers requires at least 50 percent of unskilled and 30 percent of skilled labor requirements will be actual residents in the province, city, and municipality. Construction activities for large scale subprojects may bring contracted workers from different regions who may have a different dialect and cultural background. Such cases may have potential impacts on vulnerable communities including Indigenous Peoples and could potentially exacerbate existing conflict in some sensitive areas in the country.

**c. Child Labor and Forced Labor**

39. Child labor is understood to be any physical, mental, social or moral activity that deprives children, because it interferes with their education, prevents them from carrying out activities appropriate to their age, and limits their full development. All work required of an individual under threat of any penalty and that is not done voluntarily, that is, there is no consent, shall be considered forced labor. The minimum age for employment is 15 years old as per Article 139 of the Philippines' Labor Code. Given the strong Labor Code of the Philippines which is at par with international standards, child labor and forced labor is unlikely in the implementation of the Project. Nevertheless, policies and procedures to ensure the prevention of subprojects engaging in child labor and forced labor shall be put in place.

**d. Gender-based Violence (GBV) and Sexual Exploitation and Abuse and Sexual Harassment (SEA-SH) risks**

40. Gender-based violence (GBV) is an umbrella term for any harmful act that is perpetrated against a person's will and that is based on socially ascribed (i.e., gender) differences between males and females. It includes acts that inflict physical, sexual or mental harm or suffering, threats of such acts, coercion, and other deprivations of liberty. These acts can occur in public or in private. Sexual exploitation and abuse (SEA) Sexual exploitation is any actual or attempted abuse of a position of vulnerability, differential power or trust for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another (UN Glossary on Sexual Exploitation and Abuse 2017). Sexual abuse is the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions (UN Glossary on Sexual Exploitation and Abuse 2017) Sexual harassment (SH) is any unwelcome sexual advances, request for sexual favors, and other



verbal or physical conduct of a sexual nature. Risks related to GBV and SEA/SH in the workplace may be encountered by the Project thus policies and procedures to ensure the prevention of GBV and SEA/SH shall be put in place.

**e. Discrimination on the basis of Sexual Orientation and Gender Identity and Expression (SOGIE)**

41. Disadvantaged or vulnerable individuals or groups include those at risk due to their sexual orientation, gender identity and Expression (SOGIE). Discrimination on the basis of SOGIE means creating a distinction, exclusion, or restriction which has the purpose or effect of impairing or excluding a person based on their real or perceived sexual orientation, gender identity, gender expression, or sex characteristics from being on an equal basis with others. Such discrimination may be encountered in the workplace as well as in the various subproject areas where construction activities will be undertaken.

**f. Conflict, Natural Disasters, and Security Risks**

42. The Project covers all Provinces in the Philippines including areas known to have a history of conflict or are conflict-affected areas. There is the possibility of stoppage of the Project due to peace and security conflicts that may arise during the implementation stage. The presence of armed conflict in certain areas of the country can pose a security risk to workers. At the same time, the country is prone to natural disasters including typhoons and earthquakes which could pose safety risks to project workers.

**g. Labor disputes over terms and conditions of employment**

43. Disputes may arise in the delay of processing of wages, disagreement with the working conditions, and health and safety concerns in the work environment. The relocation of workers to another region where demand of personnel is needed may pose risk for labor disputes. Likewise, unequal distribution of tasks and unresolved grievances of workers could lead to labor unrest in specific subprojects.

**VI. Responsible Units for LMP Implementation**

44. The PRDP Scale up offices (NPCO, PSO, and RPCOs), the LGUs as implementing partners of the Project and other responsible units shall perform the following duties and responsibilities as specified in Table 1 to guarantee an effective labor management and operation of the Project.

**Table 1.** Duties and Responsibilities for Project Workers

<b>Duty/Responsibility</b>	<b>Direct workers</b>	<b>Contracted workers (including migrant workers)</b>
Management of contractors and subcontractors	PRDP Scale up offices, LGUs and FCAs/FCA clusters	PRDP Scale up offices and LGUs
Management of project workers	PRDP Scale up offices, LGUs and FCAs/FCA clusters	Contractors (Project Manager)
Occupational Safety and Health	PRDP Scale up offices, LGUs and FCAs/FCA clusters	Contractors (including coordination with subcontractors) and Project Engineers of LGUs
Capacity building and training and community orientation	PRDP Scale up offices, LGUs and FCAs/FCA clusters and World Bank	PRDP Scale up Offices, LGUs and Contractors
Handling of labor-related complaints	PRDP Scale up offices, LGUs and FCAs/FCA clusters	Contractors
Monitoring	PRDP Scale up offices, LGUs and FCAs/FCA clusters	PRDP Scale up offices and LGUs

**VII. Policies and Procedures to Address Key Labor Risks**

45. The Project will apply the following policies and procedures to address the key labor risks identified under Section V.

**a. Occupational Safety and Health**

46. Measures relating to occupational safety and health will be applied to the project. The OSH measures will include the requirements as stipulated in the RA 11058 (OSH Law), and will take into account the World Bank’s General Environmental Health and Safety Guidelines (EHSGs) and, as appropriate, the industry-specific EHSGs and other Good International Industry Practice (GIIP). The OSH measures applying to the project will be set out in the legal agreement and the Environmental and Social Commitment Plan (ESCP) and in this LMP.

47. The Project, LGUs, FCA/FCA clusters and third parties such as contractors shall ensure that the workers are well protected against possible OSH risks through the following measures:

1. Identification of potential hazards to workers within their respective area;
2. Maintain a bulletin board accessible to everyone containing occupational safety and health guidelines and reminders
3. Provisions of preventive and protective measures;
4. Training of workers on safety measures and conduct of drills in case of calamities;
5. Documentation and reporting of occupational incidents;
6. Emergency preparedness;
7. Remedies for occupational injuries and fatalities.

48. The identified OSH risks and mitigating measures shall be reflected in the subproject specific ESMP and Contractor’s ESMP. The contractors are required to include in their bidding documents the DOLE-approved Construction Safety and Health Program (CSHP). For complete reference, consult the DOLE Occupational Safety and Health Center template that can be accessed through [CHSP-Template-Comprehensive.pdf \(dole.gov.ph\)](https://dole.gov.ph/CHSP-Template-Comprehensive.pdf). Box 1 below shows the Basic Components of Company OSH Program and Policy. Annex B provides the template for OSH Plan that can be used as reference of enterprise subprojects and the value-chain support infrastructures during its operation stage.
49. In terms of the Public Health Management for Project Workers, such as in the case of the COVID-19 pandemic, the Project will adhere to the relevant government regulations and guidelines for health protocols for the protection of workers against COVID-19. The latest issuance of the Inter-Agency Task Force for the Management of Emerging Infectious Diseases (IATF) for the Management of Emerging Infectious Diseases is the adoption of the new alert level system for COVID-19 as stipulated in the “GUIDELINES ON THE NATIONWIDE IMPLEMENTATION OF ALERT LEVEL SYSTEM FOR COVID-19 RESPONSE as of February 27, 2022”. The Project will also abide by Project Implementation Guidelines during Covid-19 for civil works.

### **Basic Components of Company OSH Program and Policy**

(DO 198-18, Chapter IV, Section 12)

- 1.0 Company Commitment to Comply with OSH Requirements
- 2.0 General Safety and Health Programs
  - Safety and health Hazard Identification, Risk Assessment and Control (HIRAC)
  - Medical Surveillance for early detection and management of occupational and work related diseases
  - First-aid and emergency medical services
- 3.0 Promotion of Drug Free workplace, Mental health Services in the Workplace, Healthy lifestyle
- 4.0 Prevention and Control of HIV-AIDS, Tuberculosis, Hepatitis B
- 5.0 Composition and Duties of health and safety Committee
- 6.0 OSH Personnel and Facilities
- 7.0 Safety and Health Promotion, Training and Education
  - Orientation of all workers on OSH
  - Conduct of Risk Assessment, evaluation and Control
  - \*Continuing training on OSH for OSH Personnel
  - \*Work permit System
- 8.0 Toolbox/Safety Meetings, job safety analysis
- 9.0 Accident/Incident/illness Investigation, Recording and Reporting
- 10.0 Personal Protective Equipment (PPE)
- 11.0 Safety signages
- 12.0 \*Dust control and management and regulation on activities such as building of temporary structures and lifting and operation of electrical, mechanical, communications system and other requirements
- 13.0 Welfare Facilities
- 14.0 Emergency and disaster preparedness and response plan to include the organization and creation of disaster control groups, business continuity plan, and updating the hazard, risk and vulnerability assessment (as required)
- 15.0 Solid waste management system
- 16.0 Compliance with Reportorial Government Requirement (refer to Item 9.0)
- 17.0 Control and Management of Hazards (refer to Item 2-HIRAC)
- 18.0 \*Prohibited Acts and Penalties for Violations
- 19.0 \*Cost of Implementing Company OSH program

*\*(Applicable for medium to high risk establishments with 10 to 50 workers and low to high risk establishments with 51 workers and above)*

#### **b. Labor Influx**

50. Contractors shall comply with RA 6685 which states that all private contractors and subcontractors who have been awarded national and local public works projects, including foreign-assisted projects, by the National Government or any local government unit, must employ 50% of the unskilled and 30% of the skilled labor requirements from the unemployed

bona fide and actual residents in the province, city and municipality who are ready, willing and able as determined by the governor, city mayor or municipal mayor concerned where the projects are to be undertaken.

51. The Project shall ensure accountability of Contractor for the misconduct of its workers through contract conditions stipulating obligations to manage labor influx risks that are within the contractors' control; conduct community orientations and conduct regular worker orientations on proper behavior and values in coordination and communication among the community particularly on their cultural traditions and practices, potential health/disease concerns such as heat stroke/stress, tuberculosis, tetanus, malaria, HIV/Aids, among others, and prohibition on use of prohibited drugs, observe appropriate areas for smoking, and shall not be under the influence of alcohol in the working premises . This LMP includes a code of conduct for project workers (see Annex A). The Project shall also require sub-project contractors to orient workers about the penalties/sanctions for violating any part or parts of as written in their contract.
52. For the Enterprise subprojects, to avoid labor influx, hiring will prioritize members of the FCAs/FCA cluster and those from the locality who qualified for the job.

**c. Child labor and forced labor**

53. The Social and Environmental Safeguards Screening Form of the Project includes the prohibition of child labor and forced labor. The minimum age for employment shall be 15 years in accordance with Article 137 of the Philippines' Labor Code renumbered (DOLE Edition 2022). For purposes of this Project, children under 15 years of age or any other form of child labor shall not be employed. Moreover, minors between 15 to 18 years of age shall not be employed in jobs that shall entail more than 4 hours per day and are dangerous to their health or to their physical, mental, moral or social development as provided by the aforementioned Article 137.
54. Proper procedure in the screening, with age verification, shall be undertaken in the selection of workers to ensure that no child shall be employed in the implementation of the project. Additionally, the employer should undertake an appropriate risk assessment of child labor and conduct regular monitoring of health, working conditions, hours of work and the other requirements of this LMP. Likewise, all contracts must have a provision as to the minimum age requirement and the hiring authority shall keep a labor registry of all hired workers.
55. An orientation must be conducted by the contractor prior to mobilization to ensure that the workers are fully aware of their job descriptions, duties and responsibilities, as well as the risk in the workplace, and it is not against their will. All work required of an individual under threat of any penalty and that is not done voluntarily, that is, there is no consent, shall be considered forced labor. The Project shall not allow this type of act pursuant to the provisions of RA 10364, or the Expanded Anti-Trafficking in Persons Act of 2012 and ESS2 of the World Bank.

**d. Gender-based Violence (GBV) and all forms of Harassment especially Sexual exploitation and abuse and sexual harassment (SEA-SH)**

56. Harassment in the workplace refers to any conduct that constitutes aggression or harassment against any worker and that results in mistreatment or humiliation, or threat to their employment situation. The Project shall ensure compliance to the DA's administrative policy and procedure for the prevention and punishment of harassment in the workplace.
57. The Project shall consider sexual harassment, abuse, and exploitation involving project workers as a serious offense under RA 7877, which vests upon the employer or head of office in a work-related environment the duty to prevent or deter the commission of acts of sexual harassment and to provide the procedures for the resolution, settlement or prosecution of acts of sexual harassment. In addition, the crime of gender-based sexual harassment in the workplace is also prohibited under Sec. 16, RA 11313 or the Safe Spaces Act. Employers or other persons of authority, influence or moral ascendancy in a workplace have the duty to prevent, deter, or punish the performance of acts of gender-based sexual harassment in the workplace. Employees and co-workers shall have the duty to: (a) refrain from committing acts of gender-based sexual harassment; (b) discourage the conduct of gender-based sexual harassment in the workplace; (c) provide emotional or social support to fellow employees, co-workers, colleagues or peers who are victim-survivors of gender-based sexual harassment; and (d) report acts of gender-based sexual harassment witnessed in the workplace.
58. To prevent GBV and all forms of Harassment especially SEA-SH, during procurement of the contractor, the Project will ensure that all contractors have in place a code of conduct for all its workers and subcontractors that respects women and girls and prohibits all forms of gender-based violence including verbal sexual harassment. During subproject implementation, the contractor will ensure that (i) all workers are aware of these codes of conduct through trainings, seminars, or orientations, and (ii) signages and posters in key areas in the construction site are put up.
59. The Project's GRM shall ensure that its personnel are equipped with the knowledge, skills and attitudes to handle such cases. The Project's GRM shall ensure effective coordination with partners and national authorities to establish standard operating procedures and referral pathways where victims feel safe reporting their cases. Referral mechanisms shall use existing community-based networks for protection of women and children against violence as prescribed by law, e.g., Republic Act (RA) No. 7610 (1991), RA 7658 (1993), RA 8505 (1998) and RA 9231 (2000). These laws prescribe the referral network to address the legal, psycho-social, medical, and other effects of SEA/SH, which involves trained staff and organized village committees for the protection of children and women. For example, referral to the Committee on Decorum and Investigation (CoDI) to exclusively investigate and address cases of sexual harassment. As required by the Anti-Sexual Harassment Act as amended, the DA shall hold the CoDI in high esteem for their probity, integrity, and most importantly, commitment. GBV cases shall follow a different resolution process in accordance with relevant laws such as the RA 9262 or known as the Act Defining Violence against women and their children, providing for protective measures for victims, prescribing penalties therefore

and for other purposes. For example, when the Project GRM receives a GBV or SEA-SH incident, it may refer the case to the LGU especially when a protection order is crucial to the SEA-SH survivor. Part of the GRM shall be the engagement and raising awareness of communities on GBV and SEA-SH prevention, risk mitigation and response.

**e. Discrimination**

60. Decisions relating to the employment or treatment of project workers will not be made on the basis of personal characteristics unrelated to inherent job requirements. Any distinction or preference based on any reason such as race, color, sex, language, religion, political opinion, national or social origin, sexual orientation, gender identity, and others, shall be considered as discrimination.
61. For this reason, the Project shall not allow any act that are discriminatory based on the provisions of the Labor Code and other applicable laws (i.e., RA 9710 The Magna Carta of Women, Magna Carta for Disabled Persons (RA 7277, as amended by RA 9442), RA 8371 (IPRA), RA 7192 An Act Promoting the Integration of Women, as Full and Equal Partners of Man in Development and Nation Building and for Other Purpose). The employment of project workers will be based on the principle of equal opportunity and fair treatment, and there will be no discrimination with respect to any aspects of the employment relationship, such as recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, or disciplinary practices. As stated in the previous sections, the project shall implement measures to prevent and address harassment, intimidation, and/or exploitation.

**f. Conflict and security**

62. The Project will coordinate with the proper authorities during project implementation in conflict areas. However, armed security personnel will not be utilized under the Project. In the event that armed conflict or military operation will take place within the subproject areas, the project workers, and subproject contractors will be evacuated following the local emergency protocols. The Memorandum of Agreement with the LGUs will include provisions for briefing of all Project workers/staff on the local protocol for notification, evacuation, rescue, and safety protocols of the LGUs. Each LGU has its mandated procedure and structure for security and safety in case of armed conflict, which is usually led by the Municipal/Barangay Peace and Order Committee and articulated in detail through the Peace and Order and Public Safety Plan (POPS). The LGU protocols provide the contact details and process for early warning; rescue/evacuation procedures or steps; and temporary shelter, if necessary. The DA will establish contact details and processes for concerned LGUs to appropriately inform the NPCO/PSO/RPCO about the status of project workers in any event of armed conflict. This will be included in the Project Operations Manual (POM).

**g. Freedom of association/workers organizations**

63. Freedom of association is the right of workers, whether in the private or public sector, to freely establish the organizations they deem appropriate in order to defend their labor interests. The Project shall promote the free association of its workers and being part of any association may not be considered as a reason for dismissal as long as it is legitimate in accordance with the provisions of current legislation and ESS2. This freedom to organize is fully supported by the Philippine constitution, the Labor Code, and EO 292, s. 1987.

**h. Labor disputes over terms and conditions of employment**

64. Fair, reasonable and lawful terms and conditions shall be applied in the contract provisions of all project workers to prevent labor disputes. Moreover, each employer of workers involved in the project will be required to put in in place and maintain an efficient grievance mechanism to address any issues that may arise during the existence of the contract. The guidelines provided under GRM Section hereof shall be strictly observed to resolve work-related disputes including terms and conditions of employment.

**VIII. Terms and Conditions for Employment**

**a. Provisions on Contract of Employment (COE)**

65. A Contract of Employment (COE), shall be prepared and written in a language known to the parties concerned that specify the following:

- i. Both parties of the contract, including the name of worker, age, citizenship, civil status, gender, and address;
- ii. The Premises regarding the needed services, acceptance of the parties, qualifications of the worker, and attestation that the worker is not related within the third degree of consanguinity or affinity to the hiring authority and/or its representative, and that the worker has not been previously dismissed from government service by reason of administrative offense;
- iii. The Terms and Conditions of the contract, including the hours and place of work, remuneration payable to the worker, job description, summary of deliverables, duration of contract, procedure for suspension or termination of contract, statement that there is no employer-employee relationship between the contracting parties. In addition to the written contract, an oral explanation of the provision stated therein shall be provided to the contracting worker who may have difficulty in understanding the provisions.

**b. Specific Wage**

66. Individuals hired through COS shall be paid by the prevailing market rates, subject to the provisions of Republic Act No. 9184 and its Implementing Rules and Regulations; whereas,



individuals hired through job order shall be paid wages equivalent to the daily wages/salary of comparable positions in government and a premium of up to 20% of such wage/salary.

67. Workers employed by the third parties such as contractors and subcontractors for the civil works of infrastructure subprojects shall be paid in accordance with the Labor Code. Minimum wage rates to be applied shall be those prescribed by the Regional Tripartite Wages and Productivity Boards.

**c. Hours of Work**

68. The normal hours of work of project workers shall not exceed 8 hours a day for 5 days or 40-hour work week, exclusive of time for meals. Where exigencies of the service require such personnel to work for 6 days or 48 hours, the project worker shall be entitled to a compensatory time-off (CTO) to off-set the overtime rendered. No worker shall be allowed to render services beyond the 48-hour overtime.

**d. Rest Per Week**

69. Project workers are entitled to a 2-day rest period during weekends (Saturday and Sundays). Contracted workers shall also be entitled to rest days depending on the terms and conditions stated in their contract. At minimum, they shall have a rest period not less than twenty-four (24) consecutive hours after every six (6) consecutive normal workdays. Both direct and contracted workers shall also be entitled to a rest day on regular holidays recognized by the State.

**e. Termination of Contract**

70. The contract of employment shall cease at the end of the period stated therein. However, the contract may be pre-terminated by the hiring authority due to failure to provide the standard of service required under the agreement, breach of any provision thereof, breach of trust, loss of confidence, and for reasons detrimental to the interest of the agency, provided that the project worker is informed in writing at least 30 days prior to the effectivity of such termination. Likewise, the project worker may pre-terminate the contract provided that a written notice is submitted to the hiring authority, stating therein the reasons for the pre-termination, at least 30 days prior to the proposed date of effectivity thereof, and the same has been received, accepted, and approved in writing by the hiring authority.

**f. Deduction from Remuneration**

71. No deductions other than those agreed upon in the contract or those prescribed by law or regulations shall be made from a worker's remuneration.

72. The hiring authority is prohibited to demand or accept from the worker any cash payment or gifts in return for admitting such worker to employment or for any other reasons connected with the terms and conditions of employment.

**g. Medical Treatment of Injured and Sick Workers**

73. Any injury, illness or accident sustained by the worker during the work period shall be conveyed to the nearest clinic or hospital by the hiring authority or its representative. For workers who are suspected or confirmed Covid patients, the Project will abide by the Project Implementation Guidelines during Covid.

74. The Project Implementer or the Subproject Contractors, whichever applies, shall shoulder the expenses for medical treatment including the days that the injured project worker cannot go to work due to medical operation and recovery. In case of death of the project worker due to work-related accident, the Project implementer or the Subproject contractor shall also shoulder the accidental death or bereavement benefit to the bereaved family of the project worker.

**h. Social benefits**

75. Mandatory Benefits of project workers prescribed by the law which are the: (i) Social Security System (SSS), (ii) Phil-Health and PAG-IBIG premiums, (iii) Night Differential pays, (iv) Overtime Pays and (v) 13th month pay and (vi) Leave Benefits. However, for hired personnel where neither party is an “employer” nor would “employee” of the other, does not enjoy the same benefits but instead have the option to enroll themselves in social benefit program thru the Social Security System (SSS), PhilHealth and Pag-IBIG Fund as self-employed members.

**i. Collective Bargaining Agreements (CBA)**

76. The duty to collectively bargain arises only between the “employer” and “employee”. Where neither party is an “employer” nor would “employee” of the other, no such duty exists. Considering that the terms and conditions provide that no employer-employee relationship shall exist between the contracting parties, there is no duty to bargain collectively.

**j. Behavior of the Worker**

77. The Project Worker is expected to respect its colleagues regardless of rank, gender, especially the Indigenous People. The project worker shall also adhere to the employee’s rules and regulations and if he/she commits a violation of the employee’s rules. The employer and/or the management of the sub-projects may impose sanctions based on the policy of the Project. The basis of such decision shall be from their shown conduct in the community.

**k. Due Process**

78. No Project Worker shall be penalized, suspended or terminated without a due process. An erring Project Worker must receive a Notice of Explanation letter from the employer, and he/she must be given at least 5 working days upon the receipt of the letter to explain his/her side. Failure to reply within the prescribed period shall deem the Project Worker guilty of violation and may face sanctions imposed by its employer and/or subproject contractor head.

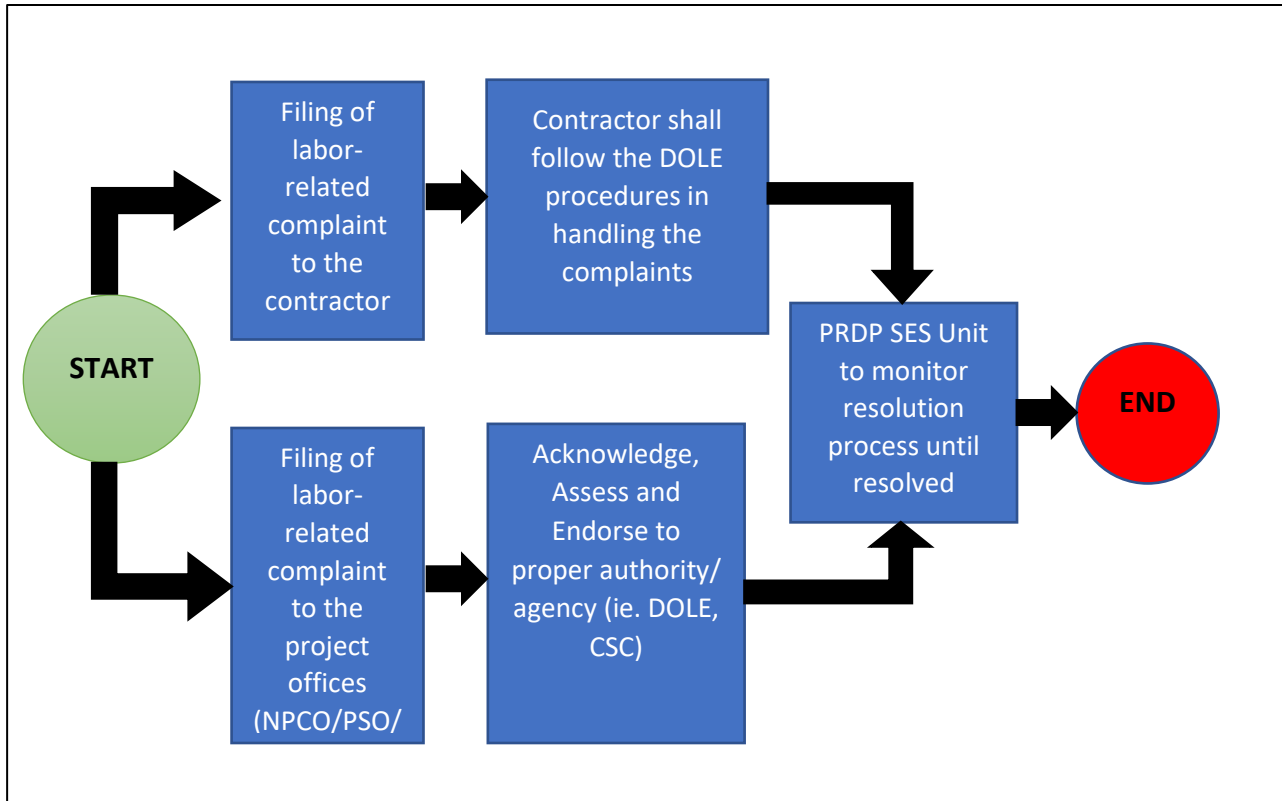
**IX. Management of Contractors and subcontractors**

79. Compliance with the LMP shall not only be the sole responsibility of the DA but also of the contractor, subcontractors, and the primary suppliers or third parties in charge, which shall be incorporated in the respective contracts. For the hiring of the workers of the contractors, subcontractors, and the primary suppliers or third parties that they hire, the same obligation applies with respect to compliance with the LMP and its Annexes, the ESF of the World Bank, and national and international regulations applicable to the Project workers.
80. The scope and procedures of the LMP are not only exclusively for the DA, and the workers that it hires, but is applicable to the contractor companies, the work supervisor, subcontractors, primary suppliers, third parties, and all personnel related to the execution of the Project; therefore, it must be disseminated and enforced.
81. It is the duty and responsibility of the PRDP NPCO/PSO/RPCO through its Procurement Unit and the PPMIU/MPMIU to screen and evaluate qualified subproject contractors as per procurement process of the Project. The implementation of infrastructure subprojects shall be carried out by the qualified contractors who shall be awarded from the Project Bidding. The Project will incorporate the requirements of this LMP in accordance with national laws and the ESS 2 in the contract agreements with the third parties together with appropriate non-compliance remedies.

**X. Grievance Redress Mechanism**

82. Workplace concerns are usually different from issues raised by project-affected parties and other stakeholders, and therefore call for a separate mechanism to address them. The design of the workplace grievance mechanism includes elements of a grievance mechanism as identified in the Project's Stakeholder Engagement Plan (SEP) but will also include features specifically designed to address workplace concerns. Consistent with applicable national laws and the specific requirements under ESS 2 of the ESF, the PRDP Scale-up shall install a separate grievance resolution process to address labor or workplace-related concerns from project workers. The GRM shall be transparent and accessible for project workers to raise complaints, claims, labor inquiries, or suggestions in a non-threatening manner. At the time of recruitment and prior to actual work engagement, all PRDP Scale-up project workers shall be given full orientation about the GRM as included in this document.

83. Every grievance raised by a worker will be documented with the actions undertaken by the office to address such grievance. The aggrieved worker may raise any issue anonymously through the various modes of uptake available in the GRM (letter, text message, phone call, website, personal appearance). All non-anonymous grievances relative to adequate working conditions, standard occupational safety and health and other concerns from the workers shall be addressed following the procedures outlined below:
- a. The grievance shall be filed by the workers to the Contractor who shall follow the DOLE procedures in handling the complaints. The Contractor shall act within 15 days upon receipt thereof;
  - b. If no understanding or amicable solution can be reached, or if the complainant does not receive a response from the Contractor within 15 days of registry of the complaint, he/she can appeal to the PRDP offices (NPCO/PSO/RPCO), which should act on the complaint/grievance within 15 days from the day of its filing. If the PRDP does not see itself fit to address the complaint it will immediately bring the matter to the concerned DOLE office.
  - c. If the complainant is not satisfied with the resolution offered by the PRDP, he/she can appeal to the concerned DOLE office, which should act on the complaint/grievance within 15 days from the day of its filing.
84. To capture data on the labor-related grievances, the GRM registry system maintained by PRDP shall require the RPCOs to register the grievances received by the contractors as part of its responsibility to monitor grievances.
85. Below is the grievance resolution process for labor-related complaints:



**Figure 1: Grievance Resolution Process for labor-related complaints**

86. Availing of the grievance mechanism process provided herein is without prejudice to the filing of appropriate complaint before the DOLE, CSC, proper courts and other regulatory/authorized agencies. Table 1 presents the different agencies/authorities with their respective functions related to labor-related settlement of grievances:

No.	Institutions	Functions
1	Civil Service Commission (CSC)	CSC shall hear and decide administrative cases instituted by or brought before it, directly or on appeal. <sup>5</sup>
2	Head of Agency / Local Government Units (LGUs)	They take cognizance of complaints involving their respective personnel. <sup>6</sup> All agencies must establish grievance machinery. <sup>7</sup>
3	Private Arbitration	The parties may agree to private arbitration, but this shall not deprive Philippine labor courts or agencies of jurisdiction over certain labor disputes as provided by law

<sup>5</sup> Revised Rules on Administrative Cases in the Civil Service

<sup>6</sup> Revised Rules on Administrative Cases in the Civil Service

<sup>7</sup> CSC Memorandum Circular 2, s. 2001

No.	Institutions	Functions
4	Grievance Machinery under the Collective Bargaining Agreement (CBA)	The Labor Code requires parties to a CBA to establish a machinery for the adjustment and resolution of grievances arising from the interpretation or implementation of their CBA.
5	DOLE/SeNA Desk Officers	The DOLE through its regional offices and attached agencies shall provide a speedy, impartial, inexpensive, and accessible settlement of labor issues arising from employer-employee relations, including issues on OSH Standards, to prevent them from ripening into full blown labor dispute or actual labor case, of the SingleEntry Approach (SeNA) <sup>8</sup>
6	Committee on Decorum and Investigation (CODI) for Sexual Harassment Cases	Receive complaints of sexual harassment; Investigate sexual harassment complaints in accordance with the prescribed procedure; Submit a report of its findings with the corresponding recommendation to the disciplining authority for decision; and Lead in the conduct of discussions about sexual harassment within the agency or institution to increase understanding and prevent incidents of sexual harassment.
7	Labor Arbiters/National Labor Relations Commission (NLRC)	Labor Arbiters have original and exclusive jurisdiction to hear and decide the following cases involving all workers, whether agricultural or non-agricultural: unfair labor practice cases; termination disputes; claim for reinstatement; claims damages; cases arising from strikes and lockouts; and all other claims arising from employer-employee relations. Cases decided by Labor Arbiters are appealable to the NLRC <sup>9</sup> .
8	Philippine National Police (PNP)	Through the police stations, they intervene in the reception and processing of complaints, as well as in the investigation of crimes.

<sup>8</sup> RA 10396 and DOLE Department Order No. 151-16, s. 2016

<sup>9</sup> Art. 217, Labor Code

## **Annex 1: SAMPLE GENERIC CODE OF CONDUCT FOR CONTRACTORS AND SUBCONTRACTORS**

This Code of Conduct identifies the behavior required from all personnel of (enter name of contractor's Firm) working at the (Indicate the location of the subproject site and subproject name).

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Works. It applies to all our staff, laborers and other employees at the Works Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as "Contractor's Personnel" and are subject to this Code of Conduct.

This Code of Conduct identifies the behavior that we require from all Contractor's Personnel.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

### **REQUIRED CONDUCT**

All (name of contractor's firm) personnel shall:

- a. Carry out his/her duties competently and diligently;
- b. Comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other contractor's personnel and any other person;
- c. Show respect on the cultural traditions and practices in the community;
- d. Maintain a safe working environment by:
  - a) ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
  - b) wearing required personal protective equipment (PPE);
  - c) using appropriate measures relating to chemical, physical and biological substances and agents; and
  - d) following applicable emergency operating procedures.
- e. Report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and danger to his/her life or health;
- f. Treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers, indigenous peoples, children or based on their Sexual Orientation, Gender Identity and Expression (SOGIE);
- g. Not engage in any form of sexual harassment, such as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature;
- h. Not engage in sexual exploitation, or any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to profiting monetarily, socially or politically from the sexual exploitation of another;
- i. Not engage in sexual abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
- j. Not engage in Sexual Assault, which means any form of non-consensual sexual contact that does not result in or include penetration. Examples include: attempted rape, as well as unwanted kissing,

fondling, or touching of genitalia and buttocks not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;

- k. Not engage in any other form of harassment, mental or physical coercion, or verbal abuse;
- l. Not use prohibited drugs;
- m. Observe appropriate areas for smoking;
- n. Not be under the influence of alcohol in the working premises;
- o. Undergo relevant training or orientation that shall be provided related to the environmental and social aspects of the Contract, including on health and safety matters and Sexual Exploitation, and Sexual Abuse (SEA);
- p. Report violations of this Code of Conduct; and
- q. Not retaliate against any person who reports violations of this Code of Conduct whether to us, the Contractor or who makes use of the Project's Grievance Redress Mechanism.

### **RAISING OF CONCERNS**

If any person observes a behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly to: (Name, address and contact number of persons designated by contractor to handle social issues/concerns) This can be done either in writing, by telephone, or in person.

The concern may also be raised through the Project's Grievance Redress Mechanism using any channel – website, social media, cellphone, letter or in person.

The person's identity shall be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and shall be given all due and appropriate consideration. We take all reports of possible misconduct seriously and shall investigate and take appropriate action. We shall provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

### **SANCTIONS**

Any employee who has breached this Individual Code of Conduct shall be subject to any of the following actions:

- Informal warning
- Formal warning
- Loss of up to one week's salary
- Suspension of employment (without payment of salary), for a minimum period of \_\_\_\_ up to a maximum of \_\_\_\_.
- Termination of employment
- Reporting to the police if warranted

\_\_\_\_\_  
Name and Signature of Project-in-Charge

\_\_\_\_\_  
(Name of Contractor's Firm)



**Annex B: SAMPLE OSH PROGRAM TEMPLATE**

Occupational Safety and Health (OSH) Program of (Company Name)

**I. Complete Company Profile/ Project details**

- Company Name: \_\_\_\_\_
- Date Established: \_\_\_\_\_
- Complete Address: \_\_\_\_\_  
\_\_\_\_\_
- Phone and fax numbers  
\_\_\_\_\_
- Website URL/Email address  
\_\_\_\_\_
- Name of Company  
Owner/Manager/President \_\_\_\_\_
- Total Number of Employees; \_\_\_\_\_ Male \_\_\_\_\_ Female \_\_\_\_\_
- Description of the business \_\_\_\_\_ Pls specify
  - Kindly check:
    - Manufacturing: \_\_\_\_\_
    - Service: \_\_\_\_\_
    - Agri/fishing: \_\_\_\_\_
    - Wholesale/retail \_\_\_\_\_
    - Utilities \_\_\_\_\_
    - Banks and financial institution \_\_\_\_\_
    - Security Agency
    - Maintenance
    - Construction
    - Others (Please specify)
- Product descriptions: (ex. Garments, shoes, electronics ) \_\_\_\_\_
- Description of services: \_\_\_\_\_

**Basic Components of Company OSH Program and Policy**  
(DO 198-18, Chapter IV, Section 12)

- 1.0 Company Commitment to Comply with OSH Requirements
- 2.0 General Safety and Health Programs
  - Safety and health Hazard Identification, Risk Assessment and Control (HIRAC)
  - Medical Surveillance for early detection and management of occupational and work related diseases
  - First-aid and emergency medical services
- 3.0 Promotion of Drug Free workplace, Mental health Services in the Workplace, Healthy lifestyle
- 4.0 Prevention and Control of HIV-AIDS, Tuberculosis, Hepatitis B
- 5.0 Composition and Duties of health and safety Committee
- 6.0 OSH Personnel and Facilities
- 7.0 Safety and Health Promotion, Training and Education
  - Orientation of all workers on OSH
  - Conduct of Risk Assessment, evaluation and Control
  - \*Continuing training on OSH for OSH Personnel
  - \*Work permit System
- 8.0 Toolbox/Safety Meetings, job safety analysis
- 9.0 Accident/Incident/illness Investigation, Recording and Reporting
- 10.0 Personal Protective Equipment (PPE)
- 11.0 Safety signages
- 12.0 \*Dust control and management and regulation on activities such as building of temporary structures and lifting and operation of electrical, mechanical, communications system and other requirements
- 13.0 Welfare Facilities
- 14.0 Emergency and disaster preparedness and response plan to include the organization and creation of disaster control groups, business continuity plan, and updating the hazard, risk and vulnerability assessment (as required)
- 15.0 Solid waste management system
- 16.0 Compliance with Reportorial Government Requirement (refer to Item 9.0)
- 17.0 Control and Management of Hazards (refer to Item 2-HIRAC)
- 18.0 \*Prohibited Acts and Penalties for Violations
- 19.0 \*Cost of Implementing Company OSH program

*\*(Applicable for medium to high risk establishments with 10 to 50 workers and low to high risk establishments with 51 workers and above)*

**1.0 Company Commitment to Comply with OSH Policy**

\_\_\_\_\_ do hereby commit to comply with the

*Name of the Company)*

requirements of RA 11058 and DOLE Department Order 198-18 (its Implementing Rules and Regulations) and the applicable provisions of the Occupational Safety and Health Standards (OSHS).

We acknowledge the company’s obligation and responsibilities to provide appropriate funds for implementing this OSH program including orientation and training of its employees on OSH, provision and dissemination of IEC materials on safety and health, provision of Personal Protective Equipment (PPE) when necessary and other OSH related requirements and activities, to ensure the protection for our workers and employees against injuries, illnesses and death through safe and healthy working conditions and environment.

We commit to conduct risk assessment as required to prevent workplace accidents as well as comply with other provisions of this OSH program. That we are also fully aware of the penalties and sanctions for OSH violations as provided for in RA 11058 and its Implementing Rules and Regulations.

[Signature] \_\_\_\_\_

[Name] \_\_\_\_\_  
[President] / [Chief Executive Officer]/  
[Owner]

[Date] ; \_\_\_\_\_

## General Safety and Health Programs

### 21. Conduct of Risk Assessment

Kindly accomplish. Pls use additional pages if needed. You may also wish to attach your Company's Risk Assessment Matrix as substitute

Risk Assessment Matrix				
Task	Hazard Identified	Risk Description	Priority: likelihood of injury and illness to occur (low, medium, high)	Control Measures

#### Example of Simple Risk Assessment

Task	Hazard	Risk	Priority	Control
Delivering product to customers	Drivers work alone	May be unable to call for help if needed	high	Need for helper
	Drivers have to occasionally work long hours	Fatigue, short rest time between shifts	medium	Policy on work break
	Drivers are often in very congested traffic	Increased chance of collision	low	Road safety program
		Longer working hours	medium	Work breaks
	Drivers have to lift boxes when delivering product	Injury to back from lifting, reaching, carrying, etc.	high	Given proper orientation on lifting

#### 2.2 Medical Surveillance

The company will require all employees to undergo a baseline or initial medical health examination prior to assigning to a potentially hazardous activity. The examination will include but not limited to the following:

- Routine : ( ) CBC ( ) Chest X-ray ( ) Urinalysis ( ) stool exam
- Special: ( ) Blood Chemistry ( ) ECG ( ) others, please specify
- Schedule of Annual medical examination: ( ) Q1 ( ) Q2 ( ) Q3 ( ) Q4
- Is random drug testing conducted? Yes \_\_\_\_\_ when \_\_\_\_\_) No \_\_\_\_\_

**2.3 First-Aid, Health Care Medicines and Equipment Facilities**

- How may treatment rooms/first aid rooms are existing in your company? \_\_\_\_\_
- How many Clinics in the workplace? \_\_\_\_\_
- What hospital (s) are you affiliated with? \_\_\_\_\_

**2.0 And 4.0 - Health Programs for the promotion, prevention and control**

*This refers to : Drug-free Workplace in compliance to RA 9165, Human Immunodeficiency Syndrome (HIV/AIDS) in compliance to (RA 8504) RA 11166, Tuberculosis in compliance to EO 187-03, Hepatitis B in compliance to DOLE Advisory No. 05 Series of 2010, Mental Health in compliance to RA 11036.*

**Kindly accomplish the policy template in Annex A.**

(\*you may attach individual policy statements)

**5.0 Composition and Duties of Safety and Health Committee**

The SHC of the company is responsible to plan, develop and implement OSH policies and programs , monitor and evaluate OSH programs and investigate all aspect of the work pertaining to the safety and health of all the workers. SHC shall be composed of the following in compliance with the law:

(a) For establishments with less than ten workers and low risk establishments with ten (10) to fifty (50) workers. – A SO1 shall establish an OSH committee composed of the following:

Chairperson	:	_____ Name of Company owner or manager
Secretary	:	_____ Safety officer of the workplace
Member	:	_____ Name of at least one (1) worker, preferably a union member, if organized

(b) For medium to high risk establishments with ten (10) to fifty (50) workers and low to high risk establishments with fifty-one (51) workers and above. – The OSH committee of the covered workplace shall be composed of the following:

Ex-officio chairperson	:	_____ Name of Employer or his/her representative
Secretary	:	_____ Name of Safety officer of the workplace
Ex-officio members	:	_____ Name of Certified first-aiders/s _____ Name of OH nurse _____ Name of OH dentist, and OH physician, as applicable
Members	:	_____ Name of Safety officers representing the contractor or subcontractor, as the case may be, _____ Name of workers' representatives who shall come from the union, if the workers are organized, or elected workers through a simple vote of majority, if they are unorganized.

(c) Joint Coordinating Committee: For two (2) or more establishments housed under one building or complex including malls.

Chairperson	:	_____ Name of Building owner or his/her representative such as the building administrator
Secretary	:	_____ Name of Safety officer appointed by the Chairperson
Members	:	_____ _____ Name of 2 safety officers from the building selected to the Joint OSH Committee _____ _____ _____

	Name of two (2) workers' representatives one from which must be from a union if organized from any establishments under the building
--	--

(All members of the HSC shall perform their duties and responsibilities by the OSH law and its implementing guidelines.)

Safety and Health Committee Minutes/Reports submitted to DOLE (pls attach latest OSH committee minutes/report)

Yes \_\_\_\_ No \_\_\_\_\_

**6.0 OSH Personnel and Facilities**

**6.1 Safety Officer**

Safety Officer(s): *(attach certificate of training/s prescribed by DOLE)(please use additional sheets as necessary)*

Name of Safety Officer(s):	Training(s) (kindly include number of hours)

**6.2 Emergency Occupational Health Personnel and Facilities**

List of competent emergency health personnel within the worksite duly complemented by adequate medical supplies, equipment and facilities based on the total number of workers. (Use additional sheet if necessary and attach all required training certificates in this section.)

Emergency Health Personnel and Facilities

Shift/Area/unit/ Department	Total number of workers/areas	Health Personnel & Facilities	
		Health Personnel (First- aider, Nurse, Physician, Dentist)	Facilities (Treatment Room/ Clinic/ Hospital)

**7.0 Safety and Health Promotion, training and education provided to workers**

- Orientation of all workers on OSH
- Conduct of Risk Assessment, evaluation and Control
- \*Continuing training on OSH for OSH Personnel
- \*Work permit System

*\*(Applicable for medium to high risk establishments with 10 to 50 workers and low to high risk establishments with 51 workers and above)*

*(please attach additional sheets as necessary)*

Name of OSH Training/Orientation	Number of Employees in attendance	Date

Conduct of Risk Assessment (may include WEM)	Date

**8.0 Conduct of Tool Box Meetings/ Safety Meetings if applicable**

Conduct of Safety Meetings/Tool Box Meetings	Date

**9.0 Accident/Incident/Injury investigation recording and reporting**

Any dangerous occurrence, major accident resulting to death or permanent total disability, shall be reported by the company to the DOLE Regional Office within twenty four (24) hours from occurrence using the prescribed form (Work Accident / Incident Notification).

After the conduct of investigation, the company shall prepare and submit work accident report using the prescribed form (WAIR). Moreover, other work accidents resulting to disabling injuries such as Permanent Partial Disability and Temporary Total Disability shall be reported to the DOLE Regional Office within 30 days after the date of occurrence of accident using the DOLE prescribed form (WAIR).



All near misses shall be recorded and reported. A system for notification and reporting of work accidents including near misses within the company shall be developed and reviewed by the OSH Committee as necessary.

(Kindly submit reports on the following: Work Accident /Injury Report (WAIR), Annual Exposure Data Report (AEDR), Annual Medical Report (AMR)

Report Submitted	Date

**10.0 Provision and use of PPE**

Issuance of PPE shall be supplemented by training on the application, use, handling, cleaning and maintenance.

PPE provided	Number of Workers given

**11.0 Safety Signage**

The safety signages include warning to workers and employees and the public about the hazards within the workplace.

Type of Safety Signage : Kindly attach picture.

**12.0\*Dust control and management and regulation on activities such as building of temporary structures and lifting and operation of electrical, mechanical, communications system and other requirements \*(Applicable for medium to high risk establishments with 10 to 50 workers and low to high risk establishments with 51 workers and above)**

*Kindly attach dust control procedures, plans on temporary structures, permits applicable for the operation of electrical, mechanical, communications systems and other requirements*

13.0 **Workers Facilities Provided:**

FACILITIES	PROVIDED?		REMARKS
	YES	NO	
a. Adequate supply of drinking water			
b. Adequate sanitary and washing facilities			
c. Suitable living accommodation (if applicable)			
d. Separate sanitary, washing and sleeping facilities (if applicable)			
e. Lactation station (in consonance with DOLE D.O. 143-15)			
f. Ramps, railings, and the like			
g. Other workers' welfare facilities as prescribed by OSHS and other related issuances			

14.0 **Emergency and Disaster Preparedness:**

14.1 Written Emergency and Disaster Program Yes \_\_\_\_\_ No \_\_\_\_\_

14.2 Types and number of Drills conducted

Type of Drills (fire, earthquake)	Date	Responsible person/position

15.0 **Solid Waste Management System**

Written Pollution Control Program: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Name of Pollution Control Officer: \_\_\_\_\_

**16.0 Compliance with Reportorial Government Requirements** (refer to item 9.0)

17.0 Control and management of hazards.

Refer to accomplished HIRAC

\*Prohibited Acts and Penalties/sanctions for violations on OSH

*\*(Applicable for medium to high risk establishments with 10 to 50 workers and low to high risk establishments with 51 workers and above)*

(Pls attach existing company sanctions for violations on OSH)

**(Example of Company violation policies)**

<b>Safety Violation</b>	<b>1<sup>st</sup> offense</b>	<b>2<sup>nd</sup> offense</b>	<b>3<sup>rd</sup> offense</b>
1. Not using issued PPE	warning	3 day suspension	5 day suspension
2. littering and loitering	warning	3 day suspension	5 day suspension
3. smoking at prohibited area	warning	3 day suspension	5 day suspension
4. illegal dismantling of safety signages and paraphernalia	warning	3 day suspension	5 day suspension
5. Not following safety rules	3 day suspension	5 day suspension	Dismissal

19.0 \* Cost of implementing company OSH program

*\*(Applicable for medium to high risk establishments with 10 to 50 workers and low to high risk establishments with 51 workers and above)*

Php \_\_\_\_\_ ; Annual estimated amount for OSH program implementation to include but not limited to the following: orientation/training of workers, safety officer, OH personnel, purchase and maintenance of PPE, first aid medicine and other medical supplies, safety signages and devices, fire safety equipment/tools, safety of equipment ( i.e machine guards,) etc.

OSH Item	Estimated Cost/year
PPEs	
OSH trainings	
Safety Signages	
Machine Guards and related equipment	
Medical examinations	
Medical supplies/medicines	
Others: Specify	

**ANNEX A:**

**WORKPLACE POLICY AND PROGRAM ON PROMOTING WORKERS HEALTH AND ENSURING PREVENTION AND CONTROL OF HEALTH-RELATED ISSUES AND ILLNESS**

\_\_\_\_\_ company is committed to promote and ensure a healthy and safe working environment through its various health programs for its employees. We shall conform to the all issuances and laws that guarantee workers health and safety at all times.

The company shall ensure that worker's health is maintained through the following company programs and activities:

- a) Orientation and education of employees
- b) Access to reliable information on illness and hazards at work
- c) Referral to medical experts for diagnosis and management of illness or health-related concerns
- d) Provide health-related programs such proper nutrition and exercise activities are made available to the workers

The above-mentioned programs shall comply with the Government's issuances on promoting healthy lifestyle, addressing mental health in the workplace and preventing and controlling substance abuse.

In addition, company policies to protect workers' rights arising from illness shall be guaranteed. The company shall promote the following workers' rights:

- a) Confidentiality of information
- b) Non-discrimination including non-termination
- c) Work accommodation following a course of illness
- d) Assistance to compensation

This policy is formulated for everybody's information. The company is committed to ensuring workers' health and providing a healthy and safe workplace.

\_\_\_\_\_  
**Owner /Manager**

\_\_\_\_\_  
**Employees' Representative**

DATE: \_\_\_\_\_