

**REPUBLIC OF MOLDOVA**

**Gender-Centru**

**JSDF proposed grant project (P168790)**

**“WOMEN'S EMPOWERMENT THROUGH GBV SERVICES” (WEGS)**

# **Labor Management Procedures (LMP)**

**Chisinau, 2024**

# Contents

<b>Acronyms and abbreviations.....</b>	<b>4</b>
<b>1. Introduction .....</b>	<b>5</b>
1.1 Project Background.....	6
1.2 Objectives of the Labor Management Procedures .....	8
<b>2. Overview of Labor Use on the Project .....</b>	<b>9</b>
2.1 Project Implementation Chart.....	9
2.2 Characteristics of Project Workers .....	10
2.3 Number of Project Workers .....	10
2.4 Timing of Labor Requirements.....	11
<b>3. Assessment of Key Potential Labor Risks.....</b>	<b>12</b>
3.1 Project activities.....	12
3.2 Key Labor Risks .....	12
3.3 Planning of other Mitigation Measures .....	13
<b>4. Brief Overview of Labor Legislation: Terms and Conditions .....</b>	<b>16</b>
4.1 Salary and deductions .....	16
4.2 Working Hours .....	17
4.3 Rest Breaks.....	17
4.4 Leaves .....	17
4.5 Overtime Work .....	17
4.6 Labor Disputes.....	17
4.7 Discrimination.....	18
4.8 Sexual Harassment .....	18
4.9 Violence against Women .....	18
<b>5. Specific Provisions Related to Occupational Health &amp; Safety.....</b>	<b>19</b>
5.1 Employers' Obligations.....	19
5.2 Employees' Rights and Obligations .....	20
<b>6. Responsible Staff .....</b>	<b>20</b>
6.1 Project Implementation Agency .....	20
<b>7. Labor Management Policies and Procedures.....</b>	<b>20</b>
7.1 Occupational Safety and Health.....	21
7.2 Sexual Exploitation and Abuse/Sexual Harassment.....	21
7.3 Non-discriminatory Nature of Employment .....	21
7.4 Terms of Employment.....	22
7.5 Employee Rights and Obligations .....	22
<b>8. Age of Employment .....</b>	<b>22</b>
<b>9. Terms and Conditions.....</b>	<b>22</b>
<b>10. Grievance Mechanism.....</b>	<b>23</b>
<b>11. Contractor Management .....</b>	<b>25</b>
<b>Annexes to LMP .....</b>	<b>26</b>
<b>Annex 1: Internal Regulation of NGO “Gender-Centru”.....</b>	<b>26</b>
<b>Introduction .....</b>	<b>27</b>
<b>Chapter 1: Safety, security and health at work.....</b>	<b>27</b>
Minimum rules for safety, security and health at work .....	28
<b>Chapter 2: Non-discrimination, elimination of harassment, including sexual,</b>	

<b>and any form of harm to dignity, including at work .....</b>	<b>28</b>
<b>Chapter 3: Rights, obligations and responsibilities of the employer and employees, consultants, volunteers and trainees .....</b>	<b>29</b>
Employees and Trainees .....	29
Consultants .....	29
Volunteer	29
Students in practice .....	29
<b>Chapter 4: Labor discipline .....</b>	<b>30</b>
Code of conduct .....	30
Conduct in relation to children.....	30
Conduct in relation to adults .....	31
Incentives, rewards, sanctions.....	32
<b>Chapter 5: Work and rest schedule.....</b>	<b>34</b>
Additional work.....	35
Annual leave (for employees only) .....	36
Social holidays (for employees only).....	37
<b>Chapter 6: Employment .....</b>	<b>37</b>
Executive organization chart .....	38
Remuneration.....	39
<b>Chapter 7: Conflict of interest and corruption .....</b>	<b>39</b>
<b>Chapter 8: Grievances .....</b>	<b>39</b>
<b>Appendix 1 -STATEMENT AT YOUR OWN RESPONSIBILITY .....</b>	<b>41</b>
<b>Annex 2: NGO “Gender-Centru” Prevention of Sexual Exploitation and Abuse Policy .....</b>	<b>42</b>
<b>Prevention of Sexual Exploitation and Abuse Policy .....</b>	<b>42</b>
<b>Purpose</b>	42
<b>Scope</b>	42
<b>Definitions</b>	42
<b>Policy</b>	43
<b>Related Reference Documents</b> .....	45
<b>How to Report Guidelines</b> .....	45
<b>Where to Report</b> .....	46

# Acronyms and abbreviations

---

ANPCV	Agentia Nationala pentru Combaterea Violentei Engl.: National Agency for Elimination of Violence Against Women and Domestic Violence
CSO	Civil Society Organization
DV	Domestic Violence
ESF	Environmental and Social Framework
ESHS	Environmental, Social, Health and Safety
ESS	Environmental and Social Standard
GBV	Gender Based Violence
GN	Guidance Note to ESS2
GM	Grievance Mechanism
LMP	Labor-Management Procedures
M&E	Monitoring & Evaluation
NGO	Non-Governmental Organization
OHS	Occupational Health and Safety
PAD	Project Appraisal Document
PDO	Project Development Objective
PPE	Personal Protective Equipment
SEA/SH	Sexual Exploitation and Abuse/Sexual Harassment
SEP	Stakeholder Engagement Plan

# 1. Introduction

---

The *Labor Management Procedures* (LMP) contain provisions describing labor risks and associated requirements and summarizing mitigation measures that will be adopted under the Women's Empowerment through GBV Services (WEGs) project to address these risks. These procedures apply to all project workers in association with components one, two and three of the project.

The WEGS Project is funded by the World Bank [Japan Social Development Fund](#) (JSDF) and will be implemented by NGO "Gender-Centru" as grant recipient, and AO Asociatia pentru Abilitarea Copilului și Familiei [AVE Copiii](#), as partner to implement the project at regional level in North (Balti), Centru (Stefan Voda) and South (Cahul).

The project will be carried out in accordance with the requirements of ESS2, in a manner acceptable to the World Bank. This will include, inter alia, implementing adequate occupational health and safety measures (including emergency preparedness and response measures), setting out grievance mechanisms for direct and contracted project workers, and incorporating labor requirements to ensure that the NGO "Gender-Centru" as the project's implementing agency, and its partner "AVE Copiii" implement and monitor the LMP.

NGO "Gender Centru" will be the project's grant recipient and is the implementing agency for the project in one of the four sites: Chisinau. Gender Centru will be responsible for overall project management, signing of partnership agreements, and ensuring implementation at high standards of all activities under the three project components. Gender Centru will provide proper monitoring, adjustment, coordination, and reporting in accordance with project provisions. Gender Centru will retain the project's overall fiduciary responsibility before the World Bank.

As an NGO established in 2000, Gender Centru has a long experience and presence in the area of gender equality and GBV in Moldova. Gender Centru has deep and longstanding partnerships with the network of NGOs working on gender/GBV in the country. Gender Centru has working relationship with AVE Copiii, an NGO working in the area of family and adolescent protection (including GBV survivors). The two NGOs have been implementing a project to support female and male youth leaving care who struggle to start their lives as adults. AVE Copiii has unique experience in case management of vulnerable youth. As a subgrantee, AVE Copiii will implement the project in three of the four sites, given their experience working with local social assistance staff and the new ATAS set under the Restart Reform. AVE Copiii worked in the summer of 2024 with MLSP to train child protection governmental staff and multidisciplinary teams on how to apply case management approaches to child and adolescent protection measures. AVE Copiii has developed training materials and guidelines on the topic. AVE Copiii brings its unique experience on child and adolescent protection and brings its expertise to WEGS project teams in managing difficult cases when the GBV survivor is a minor (girls and boys). AVE Copiii has particular experience in case management when the beneficiary is a pregnant minor and/or a survivor of DV and/or sexual assault.

The WEGS Project will collaborate with the newly established National Agency for Combatting Violence against Women (ANPCV) and the Ministry of Labor and Social Protection (MLSP). MLSP served as an advisor to the WB project team starting in December 2022, and ANPCV took over this role following its establishment in January 2024. MLSP and ANCV are not clients or implementing partners on the project, however. Although select MLSP staff will receive training and capacity building under Component 2 and will, through the National Employment Agency (NEA), be a source of information for the lead NGO and grant recipient (Gender Centru) and the

main implementing sub-grantee (AVE Copiii) in assisting beneficiaries' placement in wage employment under Component 1, no MLSP staff or any other government staff will receive salaries or any other funds through the project. Similarly, select staff of the ANPCV will benefit from training programs and capacity building courses under Component 2 to enhance their knowledge; however, under no circumstances will they receive monetary honoraria or any other funds from the project.

From a project-structure perspective, Gender Centru will lead implementation of **Component 1** through coordination of project activities with its partner AVE Copiii, working with maternal centers (shelters) and assigning case managers (which includes referrals to legal and other services as needed), involving the multidisciplinary teams, other relevant local partners and service providers. Gender Centru will make the required arrangements to involve the National Employment Agency (NEA) in the implementation of Support Program Step 2 on assisted employment, as well as collaborate with providers of professional training for increasing project beneficiaries' access to obtaining professional skills through short but intensive professional courses to ensure that beneficiaries complete skills training in a timely fashion.

Gender Centru will lead implementation of **Component 2** through a signed Cooperation Agreement with the National Agency for Preventing and Combating Violence against Women and Domestic Violence, and other partners.

Gender Centru will lead implementation of **Component 3** by appointing qualified staff, procuring services (including consultancy services) of good quality, and ensuring that implementation of project activities meets the highest standards. Gender Centru has cooperated with the National Association of Librarians in the past and will sign a new Cooperation Agreement with the Association and involve them in awareness raising at community level.

## 1.1 Project Background

**The Project's Development Objective (PDO)** is to improve access to essential services for Gender-based violence (GBV) women survivors in selected Moldovan communities.

This will be achieved through a set of activities that aim to: a) pilot a system of holistic assistance for GBV survivors, their families, and Ukrainian refugees in Chisinau and in the North, Center and South regions (Component 1) and (b) build capacity of national and local stakeholders in DV/GBV case management (Component 2). The WEGS Project has three Components:

**Component 1 (US\$2,086,255.00): Empowering women, including refugees, through improved GBV response services**, which will focus on designing and piloting a model that provides holistic, survivor-centered support to address existing gaps in the system of support services for women survivors of GBV. The activities under this component aim to offer meaningful support to survivors, including refugee women and their children, and to demonstrate an effective model of GBV response services. The model is built around a life-reviving cycle that starts when the survivor needs emergency assistance to escape the aggressor and continues with provision of shelter, procurement of "emergency kits" and vouchers (clothing, sanitary items, and food, etc.), psychosocial and legal assistance, professional training, and assisted employment/income generation support. This model is also aligned with objectives of the Moldovan Government to (i) rethink the system of social assistance (under the "Restart" social assistance system reform) and (ii) establish a National Agency for Combating Violence against Women and Domestic Violence, which is operational since January 2024. Moldovan law guarantees Ukrainian refugees the same access to protections and services as Moldovan nationals. Under Component 1, Gender Centru will implement the project in Chisinau municipality and a partner-NGO will receive sub-grants for implementation of project activities in the three raions outside of Chisinau. Gender Centru will

initiate this partner in project design and train local staff, accordingly, as described below and elaborated in the Project Operations Manual. A separate Sub-Project Manual will be prepared for implementation in the three raions, and a condition of disbursement will be provided in the Grant Agreement, which will be attached to the Project Operations Manual. **Under this component, 300 GBV survivors will be eligible for the entire range of assistance.**

**Component 2 (US\$ 215,850.00): Strengthening the institutional mechanism for combating violence against women and domestic violence** is aimed to provide capacity building of specialized public institutions and nongovernmental actors. The institutions that belong to the national mechanism for combating violence against women and DV include local multidisciplinary commissions; local public administrations; territorial structures of social assistance; the general directorates of education, youth and sport; medical institutions of all types and levels; and the police. More than 200 specialists will be trained under the project. The capacity-building program for staff will include training sessions for all specialists, building knowledge about different types of violence against women (including physical, psychological, economic, and sexual), principles of assistance to GBV survivors, applicable legislation, referral mechanisms, cooperation between different actors, etc. The training will also contain modules for different categories of specialists to provide tailored information to legal specialists, psychologists, social workers, etc. on case management, economic empowerment opportunities for survivors, etc. This will help build their understanding of the principles and activities of survivor-centered approaches and cooperation among specialized service providers. Also, under component 2, awareness raising about the impact of DV/GBV and about GBV services will be conducted with a strategic approach that entails (a) customized capacity building for specialists and (b) community awareness, and will use the following “awareness channels”: (i) capacity-strengthening sessions for staff of institutions comprising the GBV response mechanism. This includes training for staff specifically on how to work with citizens in a way to raise awareness about GBV and encourage reporting of GBV cases; (ii) Awareness sessions for students in secondary and tertiary education, as well as for adult populations in their communities, will be held in public libraries to inform them about GBV services and how the 1-1-2 helpline works with police, who refer survivors to specialized GBV support services. (iii) Gender Centru will develop radio and/or TV informational spots about specialized GBV support services, as well as GBV prevention-focused programming, as project budget and other resources allow.

**Component 3 (US\$ \$407,789.80): Project Management and Administration, Monitoring and Evaluation, and Knowledge Dissemination** includes activities related to project management, monitoring and evaluation, and knowledge dissemination, which aim to ensure that project activities meet demands on the ground and achieve the project’s development objective. Under the Monitoring and Evaluation, a project database will be created and maintained, which tracks the number of project beneficiaries, types of assistance provided and analysis of the beneficiary “reviving” cycle. The analysis will specifically focus on what works, lessons learned, and what are the required adjustments in the service provision methodology, if any. This data will be analyzed to produce GBV Response Guidance Notes about what works in combating DV and GBV. The analysis will feed a process evaluation of the project, aimed at helping stakeholders see how outcomes were achieved.

The Steering Committee will consist of representatives of the implementing partners, representatives from MLSP and the ANPCV, other donors working in the field, delegates from relevant CSOs, and delegates from LPAs of targeted communities. The Steering Committee will have the following functions: (i) provide strategic conceptual guidance on project implementation; (ii) ensure overall monitoring and evaluation of project implementation, including efficiency and effectiveness of the project and analyzing, approving, and providing recommendations on project work plans and reports; (iii) ensure communication, exchange of information, networking and

coordination between key stakeholder and other similar projects. The Steering Committee will gather twice a year. Japan International Cooperation Agency (JICA) representatives will be included in the Steering Committee membership.

## **1.2 Objectives of the Labor Management Procedures**

The purpose of the LMP, outlined in the World Bank's ESS2, is to manage risks associated with labor and working conditions under the project. The labor management procedures help to identify the different types of project workers that are likely to be involved in the project, and set out the ways of meeting the requirements of ESS2 and national law that apply to the different types of workers.

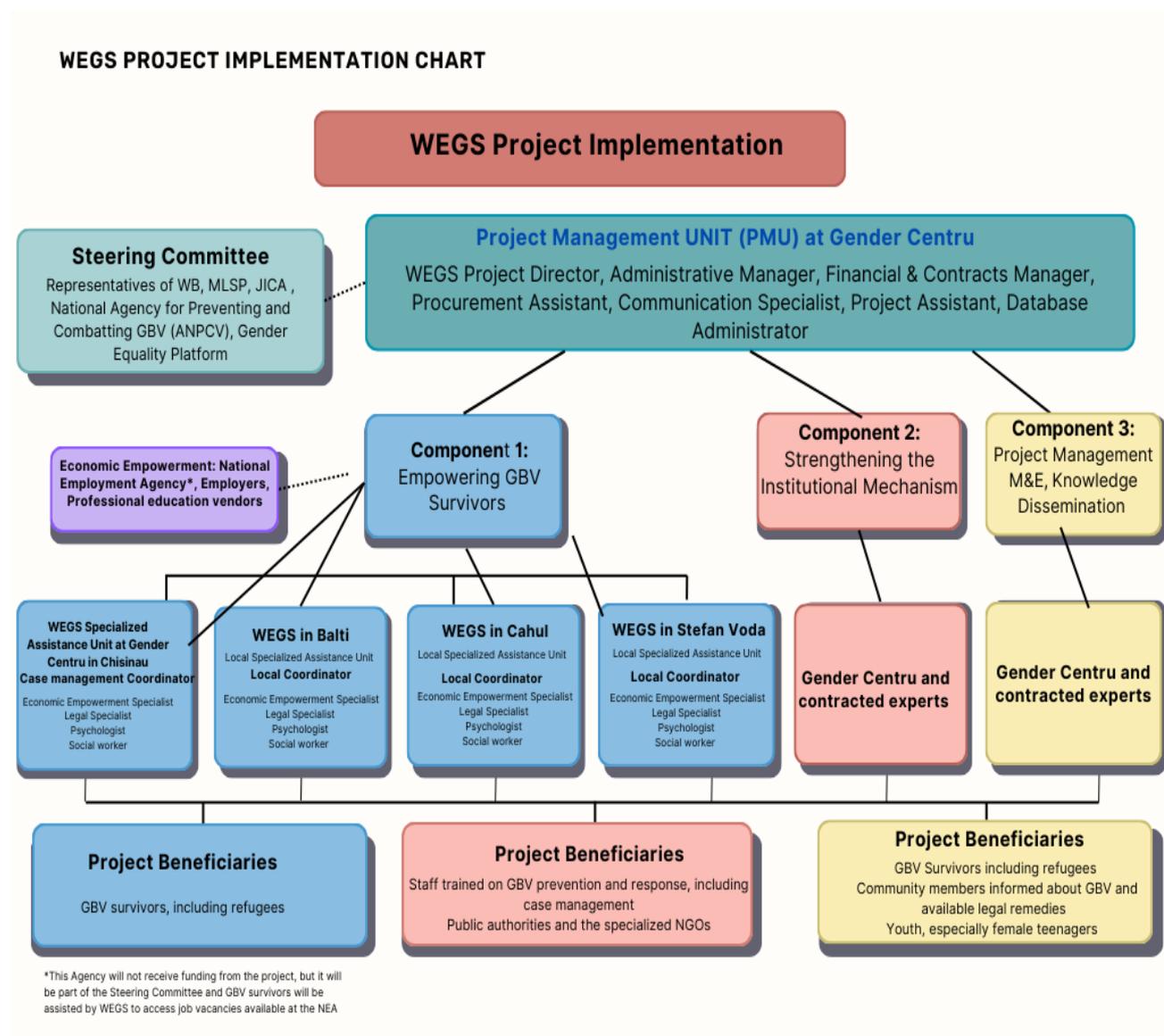
The LMP objectives are:

- To provide a review of national laws and policies related to labor environment in the Republic of Moldova;
- Promote fair and equitable labor practices for fair treatment, non-discrimination and equal opportunity of workers;
- Protect workers' rights and promote healthy, safe and secure work conditions;
- Ensure the management and control of activities that may pose labor-related risks at workplaces.

These Labor Management Procedures have been developed early in the project preparation stage and will be reviewed and updated as needed during implementation of the project. In preparing and updating this LMP, NGO Gender-Centru refers to the requirements of national law and ESS2 and the Guidance Note to ESS2 (GN).

## 2. Overview of Labor Use on the Project

### 2.1 Project Implementation Chart



## 2.2 Characteristics of Project Workers

The project will involve project staff and contracted professionals (consultants providing specialized assistance in the NGO Gender-Centru, as well as staff of sub-grantees. It is expected that project will engage the following categories of project workers as defined by ESS2:

**Direct worker<sup>1</sup>s:** NGO Gender-Centru project management and administration staff, who have an employment contract with NGO Gender-Centru, and consultants engaged to provide specialized assistance on project Components 1, 2 and 3. The NGO Gender-Centru staff and hired consultants will be involved in providing specialized assistance to GBV survivors, including legal, social and psychological assistance and economic empowerment; conducting trainings on GBV response to relevant staff and specialists of various governmental agencies working with GBV survivors.

**Contracted Workers:** these are workers of the sub-granted NGO “AVE Copiii” who are involved in the GBV case management at the local level (Balti, Stefan-Voda, Cahul), who already have an employment contract or will be hired to work on the WEGS Project. They will provide specialized assistance to GBV survivors, including legal, social and psychological assistance and economic empowerment under Project Component one, and their work will be coordinated by the NGO Gender-Centru Case management Coordinator and WEGS Project Director. Contracted workers also include the specialists of maternal centers/GBV shelters in the cited locations. These workers have an employment contract with the maternal center/shelter.

**Primary Suppliers/vendors’ workers:** These workers may be engaged in all three project components who provide core services, translation services, transportation services, rentals of housing.

**Community workers:** There is no intent to use voluntary community labor for implementation of project activities.

## 2.3 Number of Project Workers

**Direct Workers.** *The estimated number of direct workers employed in the Project Management Unit and administration staff is 5 staff members.*

*The number of consultants engaged by NGO Gender-Centru to provide specialized assistance or to carry out monitoring, evaluation, procurement or other services is around 10 consultants.*

Other short-term consultants might be hired to support the implementation of various Project activities, particularly in Component 2, for training or outreach activities.

**Contracted Worker.** The number of contracted workers will vary between 20 and 40. In addition to the employees located in the headquarters of AVE Copiii, at least five specialized experts will work in each of the three local sites (case-manager/local coordinator, psychologist, economic empowerment specialist, social worker, legal specialist. AVE Copiii has a total number of 120 staff, however not all of them will be involved in case management for the WEGS project.

---

<sup>1</sup> A “direct worker” is a worker with whom the Project has a directly contracted employment relationship and specific control over the work, working conditions, and treatment of the project worker. Where government civil servants are working in connection with the project, whether full-time or part-time, they will remain subject to the terms and conditions of their existing public sector employment agreement or arrangement.

In addition, at least 2 workers of the maternal center will be ensure overall supervision and supporting the GBV survivor, while she is accommodated in the shelter

For awareness raising activities at local level, in each of the three sites, local librarians will be implementing awareness raising activities. .

## **2.4 Timing of Labor Requirements**

The direct workers (NGO Gender-Centru staff) are hired on a full-time and part-time basis for the entire project period. Other experts/consultants will be hired on demand basis throughout the project implementation period.

## 3. Assessment of Key Potential Labor Risks

---

### 3.1 Project activities

Project activities will occur in Chisinau and in three selected regions in the North (Balti), Center (Stefan Voda) and South (Cahul) of the country. Project activities under Component 1 involve provision of specialized assistance to GBV and DV survivors and their children, including refugee women. The specialized assistance will include emergency housing, provision of legal, social, psychological assistance and economic empowerment, which will entail a personal development and professional orientation program to build skills and nurture abilities to help GBV and DV survivors become financially independent. The personal development program will include several sessions focused on essential life skills, coping strategies, conflict and stress management, assertive communication skills, occupational therapy sessions. The general professional orientation program will include modules focused on CV/cover letter preparation, job interview training, vocational guidance based on survivor's skills, basic IT knowledge, financial education, basic entrepreneurship skills. Beneficiaries will receive support to apply to certified technical job skills training programs. These services will be provided in several locations, including at the office location of the NGO Gender-Centru, office locations of the subgranted partner NGO "AVE Copiii", shelters, housing rented for GBV and DV survivors, in healthcare facilities, in court offices and other locations as the need may arise.

Under Component 2, capacity building and training sessions will be held in Chisinau and in the Project selected regions at rented premises or in NGO Gender-Centru or AVE Copiii's premises.

Outreach activities conducted under Component 3 will be held in Project selected regions, at public libraries' premises, high schools or other identified locations.

### 3.2 Key Labor Risks

The key labor risks depend on the type of work activity and physical environment of the workplace. Based on NGO Gender-Centru's extensive work experience on gender equality, including supporting survivors of GBV, it is expected that the labor risks associated with the direct and contracted workers under Project Component One will be moderate, given the work and safety procedures already in place at NGO Gender-Centru. It is expected that the risks associated with components two and three will be low.

The major risks for *direct workers* (NGO Gender-Centru hired staff) and *contracted workers* (subgrantee's employed and hired staff) providing specialized assistance to GBV survivors in Project Component One are:

- hostile behavior resulting in psychological and/or physical violence towards staff, or in damage of property caused by perpetrators related to assisted GBV survivors;
- aggressive behavior resulting in psychological and/or physical assault from beneficiaries with psychiatric disorders (GBV survivors or others);
- stress, professional burnout, mental fatigue associated with working with GBV survivors;
- exposure to contagious diseases from contacting with infected beneficiaries, and risk of transmission of contagious diseases to families (such as Covid -19).

Under Project Components 2 and 3, the risks which workers can be exposed to are:

- exposure to contagious diseases during project trainings and outreach events (such as Covid-19);
- travel-related risks during trips to training sites and outreach events, such as road accidents;
- risk of verbal aggression during informative sessions with youth and adult population on GBV prevention and combatting.

Some labor risks might be associated with the work activity of primary *suppliers /vendors' workers*. For workers engaged in component one of the project as primary supply workers of vendors who provide housing services there is the risk of aggressive behavior resulting in psychological and/or physical violence or in damage of property caused by perpetrators connected to assisted GBV survivors staying in the rented apartments.

Other project-assessed risks include:

- **Forced Labor.** The project does not pose risks of forced labor. All contracted vendors and suppliers will be required under the contract to commit against forced labor, while Project staff in charge of contractor supervision will monitor and report absence of forced labor.
- **Child Labor.** The project does not pose risks of child labor. Although the Labor Code allows under certain conditions the work of persons aged 15 and above, no persons under 18-year old will be employed or engaged under the Project.

**Sexual exploitation and abuse and sexual harassment and abuse.** There are some risks of sexual exploitation and abuse and sexual harassment (SEA/SH) resulting from interactions of Project workers with GBV survivors, including children, who are receiving services under the project, and are considered vulnerable. There are also SEA/SH risks amongst project workers as in every workplace. SEA/SH risks may also arise in the context of interactions of project workers or GBV survivors with primary vendors'/suppliers', especially those placed in rented apartments. Given the vulnerability of GBV survivors, these risks are estimated to be low to moderate, and NGO Gender-Centru's **Prevention of Sexual Exploitation and Abuse Policy, updated in 2024** (Annex 1), **Integrity Policy (Anti-Corruption) of October 2019/updated in 2024** (Annex 2), the Child Protection Policy updated in 2024 will apply to all direct and indirect workers. NGO AVE Copiii also have provisions in place in the Internal Regulation that incorporate child protection conduct, SEA/SH, conflict of interest and corruption<sup>2</sup>. Sexual harassment at the workplace is regulated by the Moldova Labor Code and punished under the Criminal Code of Moldova since March 2023.

### 3.3 Planning of other Mitigation Measures

*Labor management and occupational health and safety measures:*

- Rigorous recruitment process for all the staff, including according to NGO Gender-Centru **Integrity Policy (Anti-Corruption)** and **Internal Regulations of the organization** (checking of personal references, personal declaration of no prior SEA/SH incidents);
- Maintaining records of recruitment and employment process of contracted workers;
- Communicating clearly job description and employment conditions to contracted workers;
- On employment, all staff, consultants, volunteers of the NGO Gender-Centru and NGO AVE Copiii undertake to comply with the institutional policies by signing the contract provisions, which stipulate that the undersigned will respect the policies. The institutional policies provide that should the employee, consultant, volunteer, expert be found in breach of the set regulations, the contract will be terminated.

<sup>2</sup> <https://www.avecopiii.md/documente>

- **Gender Centru has arrangement for** all new employees to take an induction into the PSEA, Integrity Policy and Human Resources Conduct and all related policies (certified by their signature). Depending on the employee's level of interaction with GBV and DV survivors, other on-the job trainings will be provided. All service contracts with contracted workers will include PSEA clauses.
- Having a secured access system to Project premises, including an audio intercom with door release to prevent perpetrators from accessing the premises. Also the possibility to install an alarm button at the premises is provided for under the project;
- Provision of personal protective equipment (gloves, masks etc.) to prevent the spread of infectious diseases;
- Establish and implement a procedure for documenting specific incidents such as project-related occupational injuries, illnesses, or other accidents. Maintain such records;
- Establish and operate a grievance mechanism that would record and address grievances raised by the workers as described in this LMP.

***Preventing the incidence of Sexual Exploitation and Abuse/Sexual Harassment:***

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.

Sexual Exploitation and Abuse (SEA): is defined as any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

Sexual Abuse: "The actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions."

Sexual exploitation: any actual or attempted abuse of a position of vulnerability, differential power or trust for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another (UN Glossary on Sexual Exploitation and Abuse 2017, pg. 6). Sexual abuse: actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

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

NGO Gender-Centru has an Internal **PSEA** Policy that aims to create a safe, respectful and non-discriminatory environment for all its employed or contracted workers and beneficiaries. The Policy establishes the principles and procedures to prevent, identify record, report and investigate all cases of sexual harassment, exploitation and abuse and shall govern all activities carried out under this Project.

Nonetheless, in addition to the institutional policies and the measures that are already in place, all contracts with staff, consultants, vendors will contain provisions stipulating the requirement to respect the policies on SEA/SH, conflict of interest and anti-corruption. Should any incident occur during project implementation, the contract with the respective person or vendor will be terminated.

The present LMP contains in annexes relevant internal policies of the lead implementing agency NGO Gender-Centru. These policies describe the expected conduct of all those who directly or indirectly are involved in the implementation of projects and activities carried out by Gender-

Centru, including relate to *preventing Sexual Exploitation and Abuse (SEA)* and *Sexual Harassment (SH)*. They are obliged to abide by these policies, aimed at promoting an environment in which *sexual exploitation and abuse* and *sexual harassment* have no place. Since WEGS Project will be implemented by Gender Centru, the organization expects all its partners, sub-contractors, suppliers, associates, representative of vendors involved in the implementation of activities and provision of services under the WEGS Project to abide by those rules.

### ***Preventing the risks of Forced and Child Labor***

Child labor will be mitigated through certification of laborers' age. This will be done using national identification documents. Both NGO Gender-Centru and AVE Copiii will have written contracts with their workers materially consistent with the objectives of ESS2 and in compliance of this LMP, in particular explicitly prohibiting child and forced labor.

### ***Protection of child beneficiaries***

Considering that the beneficiaries of the WEGS Project specialized assistance include GBV survivors and their children, child protection rules will guide the work under the project. The following minimum requirements are applicable to all direct and indirect workers under the WEGS Project.

Conduct with children:

All individuals who have direct and indirect contact with children are required to:

- Communicate with children in a spirit of cooperation, mutual respect and trust;
- Have a positive attitude towards children and respect their rights;
- Avoid situations where children are isolated and their behavior cannot be overseen;
- Listen and consider carefully children's views, problems or concerns;
- Protect children's interests;
- Respect children's privacy and confidential data;
- Create all conditions for the maximum protection of children;
- React promptly in cases of suspicions of child abuse and violence against children.

The following actions are prohibited to all direct and indirect workers under the project:

- Commit any form of child abuse (physical, psychological, sexual abuse, exploitation or neglect);
- Conduct activities that present a threat to the child's protection or risk of child violence;
- Use defamatory, insulting or discriminatory speech;
- Invite children at home;
- Discriminate by favoring a specific child or admitting any other form of discrimination;
- Show excessive attention to a child;
- Isolate a child and leave them without supervision;
- Accompany a child outside the premises of the project offices without prior coordination;
- Take pictures of or film children who are project beneficiaries, along their mothers;
- Make statements for the press about any children who are beneficiaries of the project;
- Access and disseminate children's confidential data;
- Accept visitors who have contact with children;
- Take part in any activities that violate children's and human rights.

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

---

This section sets out the key aspects of national labor legislation, regarding the working terms and conditions. The Moldovan labor management and OHS legislation is extensive, although its actual implementation and enforcement have proven to be lacking, particularly in terms of enforcement of safety and OHS regulations.

The overview focuses on legislation, which relates to the items set out in ESS2, paragraph 11 (i.e., wages, deductions and benefits). The Labor Code of the Republic of Moldova will be applied in relation to all project workers.

A brief overview of the legislation in terms of wages, deductions and benefits is summarized below (see Section 4.9).

### 4.1 Salary and deductions

The amount and form of remuneration in Moldova is determined by the individual labor contract. The wage is paid monthly in national currency. Parties are allowed to set the wage amount in foreign currency in the individual labor contract, however the payment shall be made in national currency at an exchange rate of Moldovan Leu which is now lower than the official exchange rate set by the National Bank of Moldova. The payment of wages in kind is forbidden.

In accordance with Law no. 489/1999 on the public social insurance system, all employees with an individual labor contract are mandatorily insured under the law. Employers deduct the income tax and the health and social insurance contributions automatically from the wages, and transfer them to the fiscal authorities.

In accordance with Art. 5 para. (1) of Law no. 289/2004 regarding allowances for temporary work disability and other social insurance benefits, the insured workers are entitled to the following allowances (paid leave):

- allowance for temporary work disability caused by regular diseases or non-work-related accidents;
- allowance for quarantine periods;
- allowance for recovery of work ability;
- maternity allowance;
- allowances related to child adoption;
- allowance for raising a child aged under 3;
- paternal allowance, etc.

The allowance for temporary work disability caused by common illnesses or accidents not related to work, is paid as follows:

a) the first five calendar days of temporary work disability are paid by the employer, but no more than 15 cumulative days during a calendar year in the case of several periods of temporary work incapacity.

b) starting with the sixth calendar day of temporary work disability, the allowance is paid from the means of the state social insurance budget

The monthly amount of the allowance for temporary work disability is established depending on the duration of the employee's contribution period, as follows:

- a) 60% of the average monthly income during the last 12 months – if the employee has paid social insurance contributions for a period of up to 5 years;
- b) 70% of the average monthly income during the last 12 months – if the employee has paid social insurance contributions for a period between 5 and 8 years;
- c) 90% of the average monthly income during the last 12 months – if the employee has paid social insurance contributions for a period of over 8 years.

## **4.2 Working Hours**

The Moldovan Labor Code envisages a regular 40-hour workweek, and a 8-hour work day. Disabled individuals of category I and II are entitled to a 30-hour working week without the reduction in remuneration or other employment rights (Articles 95 and 96 of the Moldovan Labor Code).

## **4.3 Rest Breaks**

Employees are entitled to a lunch break of at least half an hour each workday. The exact duration of the lunch break rest is stipulated in the individual labor contract of the employee. The duration of the daily break, that is the time between the end of the working program and the start of the work program the following workday cannot be less than the double duration of the daily working time (Article 107). Weekly rest is granted for two consecutive days, usually Saturday and Sunday.

## **4.4 Leaves**

The right to annual leave is guaranteed to all employees. Any employee who works based on an individual labor contract shall benefit from the right for annual rest leave, which can be used after the first six months of employment. All the employees are entitled to paid annual rest leave, with a duration of minimum 28 calendar days. Leave does not include a period of temporary disability, and maternity leave. In addition, employees may request up to 120 calendar days of unpaid leave with a justification and agreement from the employer. One of the parents of 2 or more children under 14 (or of one child with disability), or the single parent of a child under 14 is entitled to an annual leave without pay of at least 14 calendar days. Service provision contracts do not provide annual leaves.

## **4.5 Overtime Work**

An employer can order overtime work in case that is related to national defense or emergencies. Overtime work is allowed if both the employer and employee agree to it. Normally, at employer's request, employees can perform overtime work up to 240 hours during the calendar year (Article 104 Labor Code). The maximum number of hours in a week cannot exceed 48 hours, including overtime. Employers must keep a record of worked performed outside normal working hours. The overtime work is paid at 1.5 the amount of the regular hourly rate for the first two hours of overtime work and at 2 times the regular rate for the subsequent hours.

## **4.6 Labor Disputes**

The Labor Code of Moldova includes provisions that allow workers to resolve individual and collective disputes between the employer and the employee(s) over the terms and conditions of a labor agreement or other aspects of work, including occupational and health safety (Articles 357-361). The disagreements and disputes may be solved through conciliation. A conciliation commission should be set not later than three days from the registration of the labor dispute and

conflict. The commission should notify the parties in writing within five days from reaching an agreement on how to settle the dispute. If the parties do not agree with the recommendations of this commission, the conflict shall be settled in court.

## 4.7 Discrimination

Moldova has made substantial progress to improve its legislative framework on nondiscrimination in recent years. Article 5 of the Labor Code states as general principles of work relations the ‘equal pay for work of equal value’ and ‘ensuring the equality of employees without discrimination to promotion based on work productivity, qualifications, number of years worked and continuous personal development. According to art. 128 para. 2<sup>1</sup> employers are obliged to ensure equal pay between male and female employees for work of equal value. Employers of medium and large enterprises shall inform employees on a yearly basis about gender-based differences in wages by category of employees and functions. However, data from the National Bureau of Statistics in 2021 and from NGOs conducting research in the field show that the gender-based difference in payment continues to persist and ranges between 13.6% and 25%<sup>3</sup>.

Few complaints relating to discrimination are brought forward in practice, indicating shortcomings in the implementation and enforcement of relevant laws. In particular, it is reported that decisions on discrimination cases issued by the courts commonly do not include proper assessments of evidence, do not follow national law and do not apply international legal principles relating to equality. Overall, both by global and regional standards, Moldova performs relatively well on measures of gender equality in employment. However, the Moldovan Equality Council and international observers have raised concerns regarding the prevalence of gender discrimination, particularly in relation to pregnancy and maternity. Also, the National Trade Union Confederation (NTUC) reported frequent cases of employers denying employment to pregnant women, since such employment was associated with additional benefits payable after childbirth. The Equality Council and the ILO have also reported discrimination issues in relation to Roma persons, persons with disabilities, older workers and on the basis of health status and language.

## 4.8 Sexual Harassment

Sexual Harassment is defined in Article 173 of the Criminal Code of Moldova and Labor Code of Moldova. Sexual harassment is defined as “claiming a sexual act or another action of a sexual nature through physical, verbal or non-verbal behavior, if this creates an unpleasant, hostile, degrading, humiliating, discriminatory or insulting atmosphere for the victim, carried out taking advantage of the victim's state of dependence or by threat, provided that the act does not meet the elements of rape or non-consensual sexual acts”. According to article 173 of the Criminal Code, such conduct is punished by a fine in the amount of 500 to 650 conventional units or community service for 120 to 180 hours, or imprisonment for up to two years. The same act knowingly committed against a minor is punishable by imprisonment from 3 to 7 years.

## 4.9 Violence against Women

Moldova’s national legislation covers gender equality, domestic violence, sexual harassment, sexual and physical assault, marital rape, mandatory reporting and sex-disaggregated data collection. Domestic violence and marital rape were criminalized by means of an amendment to the Criminal Code in 2010. The Law on Preventing and Combating Family Violence (2007) tackles domestic violence, covering responsibilities for the police, judiciary, probation services, legal aid, health, social protection and victims’ rights to counselling for physical, psychological and social

---

<sup>3</sup> <https://progen.md/inegalitatea-in-salarii-si-pensii-intre-femei-si-barbati-in-2022/>

rehabilitation. It also establishes procedures for the creation of centers for the rehabilitation of victims.

The Parliament approved on October 14, 2021 the ratification of the Council of Europe Convention on Preventing and Combating Violence against Women and Domestic Violence (Istanbul Convention). By ratifying the Convention, the Moldovan authorities duly undertake to prosecute violence against women, allocate resource to ensure the operation of crisis centers, 24/7 hotline, shelters for victims of violence, provide psychological and legal assistance, and other measures.

Government adopted on 31 May 2023 the National Program on Preventing and Combating Violence against Women and Domestic Violence for the years 2023-2027. The Program is a public policy document in the field of prevention and combatting Domestic Violence and Violence against women and reflects the priorities for Moldova's accession to the European Union. The Program aims to contribute to ensuring gender equality and combating gender stereotypes; zero tolerance towards all forms of violence against women and domestic violence; ensuring effective multidisciplinary victim-centered response to cases of violence through the development of sufficient and appropriate social services to meet the needs of victims and effective justice system response to cases of violence.

## 5. Specific Provisions Related to Occupational Health & Safety

---

The Moldovan Labor Code as well as the Law on Occupational Health and Safety (OHS) No. 186/2008 set the framework for occupational health and safety in Moldova. Several Government orders and decisions detail how these are to be implemented and outline the list of hazardous industries and occupations in the country. Overall, the Moldovan OHS legislation is extensive and generally in line with the provisions set out in ESS2, paragraphs 24 to 30, the main challenge being the implementation and enforcement of these provisions.

### 5.1 Employers' Obligations

Article 199 of the Labor Code envisages that each business entity or organization should have provision in its internal regulations regarding the occupational health and safety of the organization. Articles 9 and 10 of the Law on OHS makes the employers responsible for ensuring the health and safety of the employees, for identifying and preventing work-related risks, for informing and training staff on the risks and organizational OHS provisions.

The employer must provide the necessary means and equipment and adapt the working environment to prevent and minimize occupational risks. Article 11 requires the employer to assign at least one trained individual within the organization responsible for ensuring the OHS provisions.

The employer may set a collective OHS committee made up of both employee and employer's representatives to supervise the OHS arrangements in the workplace.

In case of emergencies, the employer must take immediate action to provide emergency response and evacuation of workers from the premises/site (Article 12 of the OHS law).

## 5.2 Employees' Rights and Obligations

Employees have the right and obligation to inform the employer of any emerging hazard or malfunctioning equipment as well as make suggestions on how to improve the OHS rules at the workplace.

Employees have the right to refuse to work if the working place does not meet the OHS requirements. They are entitled to be informed and trained about the occupational risks and be provided the required protective equipment by the employer at the employer's expense

# 6. Responsible Staff

---

## 6.1 Project Implementation Agency

The NGO Gender-Centru is the implementing agency and has the overall role to manage all project activities, including ensuring proper implementation of the present Labor Management Procedures. The NGO Gender-Centru will assist the beneficiaries in all aspects and is responsible for reporting to the World Bank. The NGO Gender-Centru will coordinate screening of activities and implementation to ensure the same standards and procedures apply.

The NGO Gender-Centru has the responsibility to prepare an overall project Environmental and Social Commitment Plan (ESCP), Stakeholder Engagement Plan (SEP) and Grievance Mechanism (GM), including the present Labor Management Procedures and ensure all relevant entities comply with labor legislation and requirements and procedures established here.

The NGO Gender-Centru Project Management Unit team is responsible for general management, implementation, monitoring, reporting and supervision of all three Project components. The NGO Gender-Centru Management team is composed of: WEGS Project Director, Administrative Manager, Financial & Contracts Manager, Procurement Assistant, Communication Specialist, Project Assistant, and Database Administrator.

The WEGS Project Director, with support from the Administrative Manager, Financial & Contracts Manager, will ensure that the requirements of this LMP are reflected in all relevant contracts to ensure that the policies described above are respected by all direct and indirect workers, vendors, suppliers, etc. In addition, the Project Director, with support from the Administrative Manager, Financial & Contracts Manager, will ensure arrangements are put in practice to address all grievances from project workers, analyze feedback from project stakeholders and beneficiaries.

# 7. Labor Management Policies and Procedures

---

Under the present WEGS project, all stakeholders involved in the implementation of project activities, all contractors and subcontractors are obliged to comply with the labor management policies and procedures set in the present document and the legislation of the Republic of Moldova. As set out in the Labor Code, project workers' jobs will be based on non-discrimination laws and equal opportunities. There will be no discrimination regarding any aspects of the employment relationship including recruitment, working conditions compensation, and terms of employment,

access to training, promotion or termination of employment. NGO Gender-Centru will incorporate such standardized social clauses in the tender documentation and contract documents so that the potential bidders are aware of the social / labor performance requirement, including institutional policies related to preventing corruption, SEA/SH and child protection.

No forced and under-aged labor will be engaged by NGO Gender-Centru, Companies, Suppliers, sub-contractor or any stakeholder in any circumstance. Forced labor includes bonded labor, excessive notice period, retaining worker's identity, limitations of freedom of movement and substantial fines, physical punishment, under high unpayable debt or any other condition where the project worker is compelled to work in a non-voluntary basis.

## **7.1 Occupational Safety and Health**

Both NGO Gender-Centru and the subgrantee AO Asociatia pentru Abilitarea Copilului si Familiei AVE Copiii will comply with the Moldovan OHS legislation and the Labor Code, as well as these labor management procedures and the World Bank's ESS2. They will also make them known and available to their staff and workers. According to national legislation, the obligations of the employer are to provide a healthy work environment; the obligation to assign an individual who will be responsible for the OHS arrangements at work and on site; describe and explain the main risks of the work involved to the employee; train the employees and workers on the OHS arrangements at the enterprise; provide appropriate protective equipment, clothing and gear to mitigate the potential risks; record and report the work incidents on site; ensure that first-aid help is available on site and have emergency and evacuation protocols in place and explained to the staff and workers for emergency cases. NGO Gender-Centru will guide to:

- Comply with OHS related legislation and other, related applicable requirement.
- Ensure transparent recruitment process that is open with respect to ethnicity, religion, disability or gender.
- Enable active involvement in OHS risk elimination by promoting adequate skills, knowledge and attitudes.
- Continuously improving the process and efficiency of OHS implementation.
- Make this policy statement available to all interested parties at all project sites and facilities.

NGO Gender-Centru will conduct regular monitoring to ensure proper OHS implementation.

## **7.2 Sexual Exploitation and Abuse/Sexual Harassment**

Contractors are required to address the risk of gender-based violence by ensuring that their workers refrain from any unacceptable conduct towards local community members, particularly women. Moreover, contractors are obliged to inform their workers about the legal consequences and punishment by law of sexual harassment and gender-based violence.

## **7.3 Non-discriminatory Nature of Employment**

All the workers hired under the project, whether direct, contracted or sub-contracted, will be employed based on the principles of non-discrimination. As per Article 8 of the Moldova Labor Code, any discrimination based on gender, age, race, ethnicity, political option, social origin, residence, handicap, status or trade union activity, as well as other criteria not related to his/her professional qualities, shall be prohibited.

## 7.4 Terms of Employment

All workers will have written contracts describing terms and conditions of work. Workers will sign the employment contract in two originals. The terms and conditions of employment will be available at the work sites. Every worker, when employed, will be briefed on the contents of the contract; the internal regulations of the institution; the work safety and OHS arrangements at the work place. All employees will be informed about the possibility to request a copy and to study these internal documents in more detail. All workers / employees should be provided with a copy of the contract.

## 7.5 Employee Rights and Obligations

The Moldovan legislation specify, among others, that the employees have the right to a safe working environment; lunch breaks and rest days; timely payment of wages and salaries; the right to appeal to employers, trade unions and authorities in case of labor disputes; the right to associate freely.

# 8. Age of Employment

---

According to art. 46 paragraph (2) of the Labor Code of Moldova, the legal age of employment is 16 years old. The individual can also conclude an individual employment contract upon reaching the age of 15, with the written consent of the parents or legal representatives, if, as a result, their health, development, training and professional training will not be endangered. It is prohibited to employ persons under the age of 15, as well as to employ persons deprived by the court of the right to occupy certain positions or to exercise a certain activity in the respective positions and activities. No individuals under the age of 18 years will be employed or contracted to provide work or services for the project. The age of all workers shall be verified.

# 9. Terms and Conditions

---

The terms and conditions of employment applied to all the types of project workers shall be governed by the Moldova Labor Code and other national labor-related legislation and the individual labor contract or service provision contracts of project workers. These terms and conditions will be clearly articulated in the written contracts for all type of workers, whether full-time or part-time, and be made known to project workers prior to contract signature.

The working hours are 40 per week for all workers. The number of weekly overtime hours and the payment of overtime shall be governed by the provisions of the Moldova Labor Code, which is in line with the ESS2.

The work hours should not exceed 8 hours a day, with the provision of at least 1 hour for rest.

There is no project-wide collective labor agreement.

*Table 1. Gap Analysis between World Bank ESS 2 and legislation of the Republic of Moldova related to labor and workers/employees rights*

<b>Labor related risk</b>	<b>WB ESS 2</b>	<b>Provision in the legislation of Moldova</b>	<b>Gap in the national legislation</b>	<b>Action to be taken under the Project</b>
---------------------------	-----------------	--	--	---

Health and safety	To promote safety and health at work.	Law 186 on H&S	Adequate provisions exist in the national legislation to impose clear requirements	LMP is applicable to all entities involved in the project
Discrimination at the workplace	To promote fair treatment, non-discrimination and equal opportunity of project workers.	Provision on equal pay for equal work in the labor code (LC); Art. 8 LC on non-discrimination	Adequate provisions exist in the national legislation to impose clear requirements	LMP and law requirements should be strictly complied with
Sexual harassment at the workplace	To protect project workers, including vulnerable workers such as women, persons with disabilities, children, migrant workers, contracted workers, etc	Article 173 of the Criminal Code; Law #121 on Ensuring Equality (harassment and discrimination), The Labour Code	Adequate provisions exist in the national legislation to impose clear requirements	The Code of Ethics and Conduct available in these LMP should be applied by all entities involved in project implementation
Use of child labor and forced labor	To prevent the use of all forms of forced labor and child labor	The legal age of employment is 16; minors aged 15 can be hired with written consent of parents/tutors	There is a gap related to age of employment. In practice, minors may be found working at agri-enterprises either on school vacation and rarely during school hours.	Under this project the age of employment is 18. During site visits the issue should be monitored.
Lack or limited information	To provide project workers with accessible means to raise workplace concerns	Law on access to information Law on transparency in the decision-making	The national legislation adequately covers the issue. Generally, in practice public authorities incur penalties for failure to comply to this requirement	SEP developed under the project

## 10. Grievance Mechanism

NGO Gender-Centru will provide an effective grievance mechanism for workers to raise workplace problems and concerns. NGO Gender-Centru will be the main body for receiving, recording and tracking resolution of grievances.

Addressing grievances raised by direct and contracted workers associated with World Bank funded projects is an important component of managing project risks and for mitigation strategies. The GM can serve as an effective tool for early identification, assessment and resolution of grievances related to unfair treatment of women, minorities and other vulnerable workers in terms of pay and conditions, risk of harassment and retribution and therefore for strengthening accountability to beneficiaries. The GM is an important feedback mechanism that can improve project impact and

respond to concerns and grievances helping to resolve potential for dispute among the workforce about unfair treatment, discrimination, and personal safety ranging from sensitive incidents (such as SEA/SH) to feedback associated with other sources of workplace health and safety concern.

All project workers are encouraged to use the workers' project grievance mechanism to raise workplace concerns. The Worker GM ensures confidentiality of complainant identities and the content of complaints in order to protect against retaliation and does not impede worker access to judicial remedy through the national court system.

### **Channels to Make Complaints:**

The NGO Gender-Centru has the following channels to provide feedback and to lodge complaints:

1. By Email [gendercentru@gmail.com](mailto:gendercentru@gmail.com);
3. In writing to NGO Gender-Centru President, Valentina Bodrug-Lungu at 13, Grigore Alexandrescu Street.

The project treats sensitive and confidential complaints, including those related to Sexual Exploitation and Abuse/Harassment (SEA/SH) in line with the NGO Gender-Centru Internal Policy on Prevention, Identification, Recording, Reporting and Examination of cases of Sexual Harassment, Sexual Exploitation and Abuse. More details about internal policies are provided in Annex 1 and 2 of the LMP.

Under the WEGS project, the following grievance resolution mechanism will function:

**Level 1.** Grievances and feedback will be submitted into the boxes at WEGS project site locations administered by NGO AVE Copiii in the three project locations in Balti, Stefan Voda and Cahul. Grievances and feedback can be submitted at the direct address of AVE Copiii in Chisinau municipality, 1 Constantin Stere Street or online by filling in a template [here](#)

**Level 2.** Grievances and feedback can be submitted directly to the WEGS Project Implementation Unit by email [gendercentru@gmail.com](mailto:gendercentru@gmail.com) and online (Gender Centru is currently re-designing its website and details will be communicated via the National Coalition "Life without Violence", Gender Equality Platform and website of AVE Copiii).

**WEGS Project Administrative Manager at Gender-Centru** will be responsible for putting in place a functional mechanism for collecting, reviewing and addressing project related grievances and analysis of feedback received from stakeholders. The Project Assistant will act as Grievance Focal Point and will be responsible for collecting grievances from NGO Gender-Centru direct workers as well as contracted workers. A Log of all registered grievances and actions taken in response will be developed and maintained. The timeline for response to a grievance will not exceed 7 working days.

Workers, sub-contractors, project stakeholders and project affected communities and individuals may submit their complaint to the Bank's independent Inspection Panel, which determines whether harm occurred, or could occur, as a result of Bank non-compliance with its policies and procedures. Complaints may be submitted at any time after concerns have been brought directly to the World Bank's attention, and Bank Management has been given an opportunity to respond. For information on how to submit complaints to the Bank's corporate Grievance Redress Service (GRS), please visit: <http://www.worldbank.org/en/projects-operations/products-and-services/grievance-redress-service>. For information on how to submit complaints to the World Bank Inspection Panel, please visit [www.inspectionpanel.org](http://www.inspectionpanel.org).

# 11. Contractor Management

---

The project will use the Bank's 2019 Standard Procurement Document or other WB Procurement Rules and Procedures for small scale procurement under all three components, both will include provisions referring to labor and occupational, health and safety requirements that must comply with the Moldovan national legislation and ESS2.

# Annexes to Labor Management Procedures

## Annex 1: Internal Regulation of NGO “Gender-Centru”

---

**APPROVED**  
by the President of the Gender-Centru  
Valentina BODRUG-LUNGU

**Order no. 12 of August 12, 2024**

**INTERNAL REGULATION**  
of the Gender-Center Public Association

<a href="#"><u>Introduction</u></a> .....	27
<a href="#"><u>Chapter 1: Safety, security and health at work</u></a> .....	27
<a href="#"><u>Minimum rules for safety, security and health at work</u></a> .....	28
<a href="#"><u>Chapter 2: Non-discrimination, elimination of harassment, including sexual, and any form of harm to dignity, including at work</u></a> .....	28
<a href="#"><u>Chapter 3: Rights, obligations and responsibilities of the employer and employees, consultants, volunteers and trainees</u></a> .....	29
<a href="#"><u>Employees and Trainees</u></a> .....	29
<a href="#"><u>Consultants</u></a> .....	29
<a href="#"><u>Volunteer</u></a> .....	29
<a href="#"><u>Students in practice</u></a> .....	29
<a href="#"><u>Chapter 4: Labor discipline</u></a> .....	30
<a href="#"><u>Code of conduct</u></a> .....	30
<a href="#"><u>Conduct in relation to children</u></a> .....	30
<a href="#"><u>Behavior in relation to adults</u></a> .....	31
<a href="#"><u>Incentives, rewards, sanctions</u></a> .....	32
<a href="#"><u>Chapter 5: Work and rest schedule</u></a> .....	34
<a href="#"><u>Additional work</u></a> .....	35
<a href="#"><u>Annual leave (for employees only)</u></a> .....	36
<a href="#"><u>Social holidays (for employees only)</u></a> .....	37
<a href="#"><u>Chapter 6: Employment</u></a> .....	37
<a href="#"><u>Executive organization chart</u></a> .....	38
<a href="#"><u>Remuneration</u></a> .....	39
<a href="#"><u>Chapter 7: Conflict of interest and corruption</u></a> .....	39
<a href="#"><u>Chapter 8: Complaints</u></a> .....	39
<a href="#"><u>Appendix 1 -STATEMENT AT YOUR OWN RESPONSIBILITY</u></a> .....	41

## **Introduction**

1. The internal regulation is a legal document approved by the Board of Directors of AO Gender-Centru.
2. The internal regulation is fully applied to employees, regardless of the duration of the Individual Employment Contract (CIM).
3. Some parts of the Internal Regulations are applicable to consultants, volunteers, interns and students in practice.
4. The internal regulation does not include provisions that contravene the legislation in force.
5. The internal regulation does not establish limitations of the individual or collective rights of employees, consultants, volunteers, interns or students in practice.
6. The text of the Internal Regulation is available on the information board in the AO Gender-Centru office.
7. The text of the Internal Regulation should be made available by the human resources manager (Accounting service) as follows:
  - To the Employees - on signing of the individual employment contract (CIM);
  - To Consultants - on signing of the Consulting Services Contract;
  - To Volunteers and interns - on signing of the volunteer/internship contract;
  - For students in practice - on signing of the Contract regarding the performance of the practical internship;
  - To existing personnel (employees, consultants, volunteers, interns, students in practice) - by signing the Order about taking note of the Internal Regulation.
8. The Internal Regulation produces its legal effects for employees on the date of signing the CIM, for consultants - on the date of signing the Contract for the provision of consulting services, for volunteers and interns - on the date of signing the Volunteer or Internship Contract, for students in practice - on the date of signing the contract regarding the internship, and for the existing staff - on the date of signing the Order about taking note of the Internal Regulation.
9. Any amendment or addition to the Internal Regulations is carried out through consultation of the employees' representatives and the approval of the Board of Directors of the Gender-Centru. After approval, it is brought to the attention of employees, consultants, volunteers, interns, students in practice - in writing, based on the President's Order, no later than 5 working days from the date of approval.
10. The implementation of the Regulation is monitored by the project/programme/service managers, the Human Resources manager and the President. All comments and suggestions are submitted to the Association's Secretariat, which sends them annually to the Board of Directors to be analyzed and considered accordingly.

## **Chapter 1: Safety, security and health at work**

11. The organization of safety, security and health at work is carried out in accordance with [Law 186/2008 on occupational health and safety](#) as well as [guidelines, policies, tools and documents approved by the Inter-Agency Standing Committee](#)- the highest humanitarian coordination forum of the United Nations system.
12. The association ensures the right of employees, consultants, volunteers, interns, students in work practice to meet the requirements of safety, security and health at work.
13. The working conditions stipulated in the individual employment contract, the consultancy contract, the volunteering contract, the internship contract or the one concerning the performance of the internship, correspond to the requirements of safety, security and health at work.
14. New programs/projects are evaluated from the perspective of occupational safety, security and health and all identified risks are considered.

15. Program/Project Coordinators are responsible for implementing safety, security and occupational health rules at the level of subordinate units.

16. Employees, consultants, volunteers, interns, students in practice are obliged to comply with all the rules of safety, security and health at work in all the activities they participate in or are responsible for organizing.

17. Annually and upon employment, all employees, consultants, volunteers, interns, students in practice are compulsorily trained on occupational safety, security and health. This training includes, among others, specific topics related to the prevention of sexual exploitation and abuse such as definitions of sexual exploitation and abuse, prohibition of sexual exploitation and abuse, reporting cases of sexual exploitation and abuse, and referral of survivors.

#### **Minimum rules for safety, security and health at work**

18. The association consults the fire service and arranges the premises according to the existing requirements and standards in terms of fire safety.

19. All premises have fire extinguishers, and the staff, at least once a year (at the beginning of the calendar year or upon employment), is trained to use them.

20. The fire-fighting panel is set up according to the existing standards and placed in the yard of the Association's headquarters.

21. Fire escape plans are placed in all offices and corridors.

22. Information sheets with contact details for various types of emergencies are placed in all offices, as well as on information boards.

23. The administrative team ensures the up-to-date review of this information.

24. Annually or upon employment, all employees, consultants, volunteers, interns, students in practice are informed and trained on the use of emergency access routes/exits.

25. Employees, consultants, volunteers, interns, students in practice use all electrical devices strictly in accordance with the rules of use/instructions for their use. Additionally, in the use of computers, employees, consultants, volunteers, interns, students in practice, apply the Internal Regulations for the use of computers.

26. Employees, consultants, volunteers, interns, students in practice strictly comply with all the rules for the use of the means of transport of the Association, indicated in the Internal Regulations for the use of means of transport.

27. For emergency situations (dangers/threats) related to unauthorized access to the Association's territory or offices or other emergency situations, including but not limited to cases of exploitation and sexual abuse, employees, consultants, volunteers, interns, students in practice will call the 112 service.

28. Employees, consultants, volunteers, interns, students in practice adopt a conduct that corresponds to the rigors of this Regulation during the entire contract period with the Association.

#### **Chapter 2: Non-discrimination, elimination of harassment, including sexual, and any form of harm to dignity, including at work**

29. Any form of physical, verbal or non-verbal behavior, including of a sexual nature, displayed by employees, consultants, volunteers, interns, students in practice, which damages the dignity of employees, consultants, volunteers, interns, students in practice, beneficiaries ( adults and children) or partners, or creates an unpleasant, hostile, degrading, humiliating or insulting atmosphere in relation to the aforementioned, during and outside of program hours, are prohibited.

30. Any form of exploitation and/or sexual abuse admitted and/or committed by employees, consultants, volunteers, interns, students in practice, constitute acts of serious misconduct and are reasons for the termination of employment relationships, contracts for the provision of consulting services, of those for volunteering, internships or carrying out practical internships.

31. Employees, volunteers, interns have working relationships that ensure a comfortable psycho-emotional climate. This provision is equally applicable to consultants and students in practice. Any forms of verbal or non-verbal behavior on the part of employees, consultants, volunteers, interns, students in practice that may affect the moral and psychological integrity of the employee, consultant, volunteer, intern, student in practice and/or beneficiaries (adults and children) are excluded ).

32. All persons, for employment according to the profession, for orientation and professional training, for promotion in the service, benefit from equal opportunities and treatment, without any kind of discrimination.

33. Any persecution for filing complaints regarding discrimination, harassment, including sexual, or any forms of violence against employees, consultants, volunteers, interns, students in practice, but also beneficiaries (adults and children), etc. are prohibited.

34. All women and men (employees, volunteers, interns) benefit from equal conditions for combining work and family obligations.

35. The employer applies the same criteria for evaluating the quality of work, sanctioning and firing all employees, volunteers, interns.

### **Chapter 3: Rights, obligations and responsibilities of the employer and employees, consultants, volunteers and trainees**

#### **Employees and Trainees**

36. The employer's rights and obligations correspond to [Art. 10 of the Labor Code 154/2003](#).

37. The basic rights and obligations of the employee correspond to [Art. 9 of the Labor Code 154/2003](#).

38. Individual employment contracts may establish additional labor rights and guarantees for employees to those provided by the Labor Code and other normative acts. These include, among others: 2 additional days to the minimum leave; mobile phone subscription and/or mobile phone; access to the company car; personal computer on the work table; others.

#### **Consultants**

39. The rights and obligations of the beneficiary of consulting services and of the provider of consulting services correspond to [Section 3 of the Civil Code 1107/2002](#).

#### **Volunteer**

40. The responsibilities of the Association as host institution correspond [art.7 of Law 121/2010 on volunteering](#).

41. The rights and obligations of the volunteer correspond [art.6 of Law 121/2010 on volunteering](#).

42. Volunteer contracts correspond to [Art. 5 of Law 121/2010 volunteering](#).

#### **Students in practice**

43. Contracts regarding the performance of the internship contain details about the rights and obligations of both the student(s) in the internship, the Educational Institution requesting the internship, and the Association.

#### **Chapter 4: Labor discipline**

44. Labor discipline represents the obligation of all employees, consultants, volunteers, interns, students in practice to comply with this Regulation, the conditions of the individual employment contract, respectively - of the volunteering, internship, consulting contract, or the contract regarding the performance of the practical internship, as well as all normative acts in the field of competence.

45. By labor discipline, the Employer understands all the rules of conduct imposed in this Regulation. Labor discipline involves the spirit of order and presupposes the freely consented acceptance, by employees, consultants, volunteers, interns, students in practice, of the laws and organizational rules, as well as of the provisions taken by the management for the smooth running of the activity. Labor discipline is in close correlation with the rights and obligations of employees, consultants, volunteers, interns, students in practice. Any violation of rights, but especially of obligations of employees, consultants, volunteers, interns, students in practice can generate acts of indiscipline. Therefore, knowledge of policies, organizational rules, and disciplinary actions serves to prevent infractions of discipline. The employer considers the best discipline - "self-discipline".

#### **Code of conduct**

46. All employees, consultants, volunteers, interns, students in practice are obliged to comply with this Code of Conduct.

47. All employees, consultants, volunteers, interns, students in practice are required to create and maintain an environment that prevents sexual exploitation and abuse and promote the implementation of this Code of Conduct. Sexual exploitation and abuse admitted and/or committed by employees, consultants, volunteers, interns, students in practice, constitute acts of serious misconduct and are grounds for termination of employment or other contractual relationships.

#### **Conduct in relation to children**

48. In the context of their position as adults, all employees, consultants, volunteers, interns, students in practice, in direct and indirect contact with children are obliged:

- Communicate with children in a spirit of cooperation, mutual respect and trust;
- Have a positive attitude towards children and respect their rights;
- To avoid situations where children are isolated and their behavior cannot be supervised;
- Do not allow one-on-one time with a child, except when this is part of the professional activity (for example, psychological or social counseling sessions) and in compliance with the rules that are imposed in this regard;
- To ensure visibility in working with children;
- To listen and carefully study the child's opinions, problems or concerns;
- To protect the interests of the child;
- To respect the child's privacy and personal data;
- To create all the conditions for the maximum protection of the child;
- To react promptly in cases or suspicions of child abuse and to denounce any manifestation of violence towards the child;
- Not to admit and/or commit acts of violence of any kind and in any form (physical, mental, sexual, exploitation or neglect), as well as in any environment;
- Not admit or commit sexual activity with children, regardless of age or consent;
- Not admit and/or not accept/achieve exchange of money, job, access to services/assistance, goods or services for sex, sexual favors or other humiliating, degrading or exploitative behavior;
- Not to accept gifts or any other attentions from the children, with the exception of manual works performed by the person who offers them and the total cost of which does not exceed 10 lei;
- To support the child in difficulty, in accordance with the provisions of the job description and the specifics of the position;

49. In the context of their position as adults, all employees, consultants, volunteers, interns, students in practice, in direct and indirect contact with children are strictly prohibited from the following:

- Applying and or accepting violence of any kind under any form (physical, mental, sexual, exploitation or neglect), as well as in any environment;
- Admitting or committing sexual acts with children, regardless of age or consent;
- Admitting and/or accepting/achieving the exchange of money, job, access to services/assistance, goods or services for sex, sexual favors or other humiliating, degrading or exploitative behavior;
- Accepting gifts or any other attention from children, with the exception of manual works performed by the person who offers them and the total cost of which does not exceed 10 lei;
- The organization of activities that present a danger to the protection of the child or the risk of an act of violence against the child;
- Using derogatory, provocative or inappropriate language;
- Inviting children to the home;
- Discrimination in any form, including but not limited to preferential behavior towards one child over another child, or excessive attention towards one child over another child;
- Isolating a child and keeping him/her unsupervised;
- Accompanying the child outside the location of the service/project without prior coordination;
- Photographing or filming children without the permission of their legal representatives;
- Releasing press statements without the written approval of the Project/Program/Service manager;
- Access to children's confidential and personal data without prior approval and their dissemination;
- Accepting visitors who come into contact with children, without prior approval;
- Involvement in any activities that violate child and human rights, or activities that compromise the Association's image and policies.

#### **Conduct in relation to adults**

50. In the context of the position or function held, employees, consultants, volunteers, interns, students in practice are obliged:

- To show availability towards the beneficiary; listen to the beneficiary and understand him;
- To inspire confidence in the beneficiary;
- To empathize with the beneficiary;
- To establish with the beneficiaries the exact problem on which the intervention of the Association is needed;
- To provide the most competent support possible to the beneficiary;
- Not to discriminate against beneficiaries in any way;
- To avoid transposition into the emotional state of the beneficiary;
- To avoid involvement in sentimental relationships with the beneficiaries;
- Not to admit and/or commit acts of violence of any kind and in any form (physical, mental, sexual, exploitation or neglect) and/or sexual harassment, in any environment, towards beneficiaries and/or colleagues;
- Not to admit and/or have any sexual relationship with persons receiving assistance;
- Not to admit and/or not to accept/achieve exchange of money, job, access to services/assistance, goods or services for sex, sexual favors or other humiliating, degrading or exploitative behavior in relation to beneficiaries and/or colleagues;
- To immediately report any suspicion of exploitation or sexual abuse and/or sexual harassment committed or admitted by colleagues or third parties towards beneficiaries or colleagues.

51. In the context of the position or position held, employees, consultants, volunteers, interns, students in practice are prohibited from:

- Applying and or admitting violence of any kind and in any form (physical, mental, sexual, exploitation or neglect), as well as in any environment, but also sexual harassment towards beneficiaries and/or colleagues;
- Admitting or accepting any sexual relationship with persons receiving assistance;

- Admitting and/or accepting/achieving the exchange of money, job, access to services/assistance, goods or services for sex, sexual favors or other humiliating, degrading or exploitative behavior in relation to beneficiaries and/or colleagues;
- Organization of activities that pose a danger to the beneficiary;
- Using derogatory, provocative or inappropriate language;
- Inviting the beneficiaries to the home;
- Photographing or filming beneficiaries without their consent;
- Release statements to the press without the written approval of the senior hierarchical manager;
- Access to the confidential and personal data of the beneficiaries without prior approval and their dissemination;
- Accepting visitors who come into contact with beneficiaries without prior approval.

52. To avoid possible interpretations of phrases related to sexual exploitation and abuse, sexual harassment, references will always be made to the definitions provided in local legislation.

53. Other behaviors. In the context of the position or function held, employees, consultants, volunteers, interns, students in practice are obliged:

- To behave honorably in all aspects of work and professional activity;
- To behave in such a way as to maintain trust and confidence in the integrity of procurement and other processes for which they are responsible in the Association;
- To avoid practices aimed at taking undue advantage of others or the Association;
- To comply with the standards and policies of the Association and all legislation relevant to the field of activity;
- To avoid conflicts of interest and to refrain from any act of corruption;
- To perform the duties for which they are responsible with care and thoroughness and to avoid negligent practices or techniques;
- To ensure impartiality and fairness in all actions for which they are responsible;
- To exercise background control in all processes for which they are responsible;
- Not to request and/or accept gifts, services, favors, invitations or any other advantages for personal, family and/or institutional purposes that may influence impartiality in the exercise of the position held.

In the context of the position or function held, employees, consultants, volunteers, interns, students in practice are prohibited from:

- Applying and/or admitting practices intended to take undue advantage of others or the Association;
- Avoiding negligent practices or techniques in the performance of the tasks for which they are responsible;
- Admitting any conflict of interest;
- Admitting and/or committing acts of corruption;
- Requesting and/or accepting gifts, services, favors, invitations or any other advantages for personal, family and/or institutional purpose and which may influence impartiality in the exercise of the position held.

54. If, during the exercise of the position, employees, consultants, volunteers, interns, students in practice are offered gifts, they have the obligation to declare them to the accounting service of the Association, which registers the and puts into use according to the accounting procedures.

#### **Incentives, rewards, sanctions**

55. Labor discipline is ensured by creating the economic, social, legal and organizational conditions necessary to provide high productivity work, by forming a conscious attitude towards work, by applying

incentives and rewards for conscientious work, as well as sanctions in case of committing some disciplinary violations.

56. For successes at work, the employer can apply incentives in the form of: thanks; prizes; price gifts; honorary degrees.

57. For special successes at work, merits towards society, employees, volunteers, interns, students in practice can be advanced to state awards (orders, medals, honorary titles).

58. The incentives are applied by the President after consulting the employee representatives.

59. The incentives are recorded in an order and brought to the knowledge of the team.

60. Employees who conscientiously and efficiently fulfill their work obligations are granted, on a priority basis, advantages and facilities in the field of social-cultural services (tickets in balneo-sanatorium institutions, rest houses, etc.) if the Association can afford them.

61. For violation of work discipline, the employer has the right to apply the following disciplinary sanctions to the employee: warning; scolding; harsh rebuke; dismissal (on the grounds of art. 86 para. (1) letter g)-r) of the Labor Code). For the violation of the Code of Conduct by consultants, volunteers, interns, students in practice, the employer applies the disciplinary sanction in the form of termination of the Contract (volunteering, internship or regarding the performance of the internship).

62. The disciplinary sanction is applied by the employer represented by the President of the association.

63. Until the application of the disciplinary sanction, the employer is obliged to ask the employee in writing for a written explanation regarding the act committed. The explanation regarding the committed act can be presented by the employee within 5 working days from the date of the request. The refusal to present the requested explanation is recorded in a minutes signed by a representative of the employer and a representative of the employees.

64. Depending on the seriousness of the act committed by the employee, the employer has the right to organize a service investigation, the duration of which cannot exceed one month. During the investigation, the employee has the right to explain his attitude and to present to the person authorized to carry out the investigation all the evidence and justifications he considers necessary.

65. The disciplinary sanction is applied by order, in which it is mandatory to indicate:

- a) the factual and legal grounds for the application of the sanction;
- b) the term in which the sanction can be challenged;
- c) the body where the sanction can be challenged.

66. Sanctioning order, with the exception of disciplinary sanction in the form of dismissal according to [art. 206 paragraph \(1\) letter d\) from the Labor Code](#) which is applied with respect [art. 81 paragraph \(3\) of the Labor Code](#), is communicated to the employee, under signature, within no more than 5 working days from the date of issuance, and in the case that he works in an internal subdivision of the unit (branch, representative office, decentralized service, etc.) located in another locality - within no more than 15 working days and takes effect from the date of communication. The employee's refusal to confirm by signature the communication of the order is recorded in a minutes signed by a representative of the employer and a representative of the employees.

67. The sanctioning order can be contested by the employee in court under the conditions of art. 355 of the Labor Code.

68. The term of validity of the disciplinary sanction cannot exceed one year from the day of application. If during this term the employee will not be subject to a new disciplinary sanction, it is considered that the disciplinary sanction has not been applied.

69. The employer has the right to revoke the disciplinary sanction within a year on his own initiative, at the employee's request, at the request of the employee's representatives or the employee's direct boss.

70. Within the term of validity of the disciplinary sanction, the sanctioned employee cannot be given incentives provided for in art. 203 of the Labor Code.

### **Chapter 5: Work and rest schedule**

71. The work schedule, the method of granting rest days and annual vacations are stipulated in the individual employment contract concluded between the employee and the employer.

72. The work schedule and the way of granting rest days for volunteers, interns and students in practice are stipulated in the corresponding contract (of volunteering, internship or practical internship). The work schedule for consultants is established in the consulting services contract.

73. The duration of the working time cannot be longer, and the duration of the annual leave - shorter than those established by the Labor Code.

74. The normal length of working time is 40 hours per week. Working time represents the time the employee uses to fulfill work obligations.

75. The reduced weekly duration of working time constitutes:

- a) 24 hours for employees aged 15 to 16;
- b) 35 hours for employees aged 16 to 18;
- c) 35 hours for employees working in harmful working conditions, according to the nomenclature approved by the Government.

76. For people with severe and pronounced disabilities (if they do not benefit from greater facilities) a reduced working time of 30 hours per week is established, without diminishing salary rights and other rights provided by the legislation in force.

77. Through the agreement between the employee and the employer, both at the time of employment and later, the day of partial work or the week of partial work can be established. At the request of a pregnant woman, of an employee who has children up to 14 years of age or children with disabilities (including those under his tutelage/guardianship) or of an employee who takes care of a sick family member, in accordance with the medical certificate, the employer is obliged to set their day or week of part-time work.

78. Remuneration for work in the cases provided for in the previous point is carried out proportionally to the time worked or depending on the volume of work done.

79. The distribution of working time within the week is, as a rule, uniform and constitutes 8 hours a day, for 5 days, with two days of rest.

80. At units with continuous flow (services/projects), it is allowed, as an exception, to establish a 6-day workweek with a rest day.

81. Work time records are made for each employee, volunteer, intern, student in practice in accordance with contractual commitments. The record of the global working time of the employees and interns whose salaries/remunerations are covered by the funds of different Projects is carried out with the indication of the time dedicated to each individual project.

82. The normal daily duration of working time for employees is 8 hours.

83. For persons with disabilities, the daily duration of working time is established according to the medical certificate, within the limits of the normal daily duration of working time.

84. The maximum daily duration of working time cannot exceed 10 hours within the limits of the normal duration of working time of 40 hours per week.

85. For certain types of activity, a daily working time of 12 hours can be established, followed by a rest period of at least 24 hours.

86. The employer can establish, with the written consent of the employee, individualized work schedules, with a flexible working time regime.

87. For works where the special nature of the work requires it, the working day can be segmented, in the manner provided by law, provided that the total duration of the working time is not greater than the normal daily duration of the working time.

88. The duration of the working day can also be divided into two segments: a fixed period, in which the employee is at work, and a variable (mobile) period, in which the employee chooses his arrival and departure times, with observing the normal daily duration of working time.

89. The duration of the working day on the eve of the non-working holiday is reduced by at least one hour for all employees, volunteers, interns, except for those who have been set the reduced duration of the working time or the partial working day. The rule does not apply if the working day on the eve of the non-working holiday is transferred to another day.

90. The concrete reduced duration of the working day on the eve of the non-working holiday is established in the order of the employer, issued with the prior consultation of the employees' representatives.

#### **Additional work**

91. Additional work is work performed outside the normal duration of working time provided for in art. 95 paragraph (2), in art. 96 paragraph (2)-(4), in art. 98 paragraph (3) and to art. 99 paragraph (1) of the Labor Code.

92. Additional work may be ordered by the employer without the employee's consent to carry out the necessary work to eliminate situations that could endanger the good functioning of the Association.

93. The hiring of additional work is carried out by the employer with the written consent of the employee:

a) for the completion of the started work which, due to an unforeseen delay related to the technical conditions of the execution process, could not be completed within the normal duration of the working time, and its interruption may cause damage or destruction of the employer's property or of the owner, of the municipal or state heritage;

b) for carrying out temporary works to repair and restore devices and installations, if their deficiencies could cause the cessation of work for an indefinite time and for several people;

c) for the performance of works imposed by the occurrence of circumstances that could cause damage or destruction of the unit's assets, including raw materials, materials or products;

d) for the continuation of work in case of non-appearance of the shift worker, if the work does not allow interruption. In these cases, the employer is obliged to take urgent measures to replace the respective employee.

94. The attraction to additional work in cases other than those provided for in the Labor Code is admitted with the written consent of the employee and the representatives of the employees.

95. At the employer's request, employees can work outside of schedule up to 140 hours in a calendar year. In exceptional cases, this limit, with the agreement of the employees' representatives, can be extended up to 240 hours.

96. The attraction to additional work is carried out on the basis of the reasoned order of the employer, which is brought to the attention of the respective employees under their signature.

97. The employer is obliged to keep, in the established manner, the record of the working time actually performed by each employee, including additional work, work performed on rest days and on non-working holidays.

98. Within the daily work schedule, the employee has a meal break of at least 30 minutes and at most 1 hour. The lunch break is not included in the working time.

99. One of the parents (guardian) who has children up to 3 years old is granted, in addition to the meal break, additional breaks for feeding the child. Breaks for feeding the child are included in working time.

100. The weekly rest is 2 consecutive days, usually Saturday and Sunday, or Sunday and Monday - for projects/services where a simultaneous rest for all their staff on Saturday and Sunday compromises the normal operation of the projects/services.

101. Work on rest days is prohibited.

By way of derogation from the provisions of para. (1), art. 110, attracting employees to work on rest days is allowed in the manner and in the cases provided for in art. 104 para. (2) and (3) of the Labor Code. The same rules apply to volunteers, interns and students in practice.

102. Non-working holidays at AO Gender-Centru are:

- a) January 1 – New Year;
- b) January 7 and 8 – Birth of Jesus Christ (Old-style Christmas);
- c) March 8 – International Women's Day;
- d) the first and second day of Easter according to the church calendar;
- e) the Monday a week after Easter (Parents' Memory Day);
- f) May 1 – International Day of Solidarity of Working People;
- g) May 9 – Victory Day and commemoration of fallen heroes for the independence of the Motherland;
- h) August 27 – Independence Day;
- i) August 31 - "Our Language" holiday;
- i) December 25 – Birth of Jesus Christ (New style Christmas);
- j) City Day of Chisinau/ or of the locality where the employee, volunteer, intern, student in practice works.

103. On non-working public holidays, work on projects/services whose stoppage is not possible due to the conditions of activity, as well as urgent repair and loading-unloading works, are allowed.

**Annual leave** (for employees only)

104. Any employee benefits from the right to annual vacation.

105. The minimum duration of the annual vacation is 30 calendar days, excluding non-working holidays.

106. Annual rest leave can be granted in full or, based on a written request of the employee, it can be divided into parts, one of which lasts at least 14 calendar days.

107. Annual vacation leave is granted to the employee based on the order of the President of the association (Administrator).

108. The scheduling of annual vacations for the following year is done, in agreement with the representatives of employees, at least 2 weeks before the end of each calendar year.

109. When scheduling annual vacations, the desire of the employees and the need to ensure the good functioning of the unit are considered.

110. The employee is warned, in writing, about the start date of the leave at least 2 weeks before.

111. For the period of the annual vacation, the employee benefits from a vacation allowance that cannot be lower than the value of the average monthly salary for that period.

112. Leave allowance is paid by the employer at least 3 calendar days before the employee leaves on leave.

113. Employees must use vacation days every calendar year.

114. The annual leave can be postponed or extended in case the employee is on medical leave or in other cases provided by law.

115. The duration of medical, maternity and study leaves is not included in the duration of annual rest.

116. For family reasons and other valid reasons, based on a written request, the employee may be granted, with the consent of the employer, an unpaid leave of up to 120 calendar days, for which purpose an order is issued.

117. One of the parents who have 2 or more children aged up to 14 years (or a disabled child), unmarried single parents who have a child of the same age are granted annual leave, based on a written request unpaid with a duration of at least 14 calendar days. This leave can be added to the annual leave or it can be used separately (entirely or divided) in the periods established by mutual agreement with the employer.

118. The employee can be recalled from annual leave by order of the employer, only with the written consent of the employee and only for unforeseen work situations, which require his presence in the unit. In this case, the employee does not return the allowance for unused vacation days.

119. Remuneration for the work of the employee recalled from annual leave is carried out on a general basis.

120. In case of recall, the employee must use the rest of the vacation days after the respective situation has ended or on another date established by agreement of the parties within the same calendar year.

121. The employee's use of the remaining part of the annual vacation is carried out pursuant to the employer's order.

#### **Social holidays (for employees only)**

122. Paid medical leave is granted to all employees based on the medical certificate issued according to the legislation in force.

123. Women, as well as dependent wives of employees, are granted a maternity leave that includes prenatal and postnatal leave. After the expiry of the maternity leave, based on a written request, they can benefit from a partially paid leave to take care of the child up to the age of 3.

124. Partially paid leave for the care of children born from a twin pregnancy, triplets or multiples is granted, upon written request, to both parents or other insured persons.

125. The employer encourages the employees to benefit from the paternity leave of 14 calendar days.

126. Paternity leave is granted based on a written request, in the first 56 days after the birth of the child. A copy of the child's birth certificate is attached to the application.

### **Chapter 6: Employment**

127. The employment of personnel is done in accordance with the personnel status and in accordance with the Labor Code. In case of necessity, the personnel lists can be completed during the year, with the approval of the Board of Directors.

128. In the first month of each calendar year, the Association approves the staff lists and, within 2 months from the date of their approval, presents them (in written or electronic form) to the territorial labor inspection in whose jurisdiction it is located.

129. The staff statements also include information (positions and number of places) about the availability of places for volunteers and trainees.

130. The employment of employees takes place on the basis of a public competition or with the application of the trial period, including among the candidates on the roster. The evaluation of the trial period takes place on the basis of the Instructions for completing the AO Gender-Centru employee evaluation report.

131. The hiring of consultants takes place on the basis of a public competition or from the roster.

132. Any employed person can have a single CIM with several job descriptions (in the case of engagements on different projects) or a single job description with a breakdown of responsibilities.

133. All of the employees, consultants, volunteers, interns, students in practice sign the Declaration on personal responsibility (Appendix 1) upon employment.

### **Executive organization chart**

134. The Administrator of the Association is the President of the association - a natural person, elected by the General Assembly, for a 5-year term. The CIM of the Association President (Administrator) is signed by the President of the Board of Directors. The salary of the position of President of the association (Administrator) is established by the Board of Directors and is financially covered by the competition of all programs/projects in accordance with the time allocated to each one.

135. As the legal representative of the employer (Association), the President signs all the CIM, the Service Contracts, the Volunteer and Internship Contracts, as well as the Internship Contracts.

136. The President is assisted by a Program manager and a Communication Specialist. Economic-financial operations are ensured by a chief accountant, assisted by one or more assistant accountants. Given the financial limitations, the Association may also have only one accountant, who is considered the Chief Accountant. For the same reasons, the Association can co-opt volunteers or interns in the economic-financial service, without, however, assigning them legal, but only operational, responsibilities.

137. Each program/project has a Coordinator with management responsibilities, including, to perform activities planned in the respective project, monitoring and internal evaluation, etc. For small projects (which do not require a full-time commitment - 8 hours) coordination functions can be delegated (according to the provisions of this Regulation and the Labor Code) after prior consultation with the potential candidate, either to a Coordinator or - to an employee with remuneration appropriate. Sometimes Programs/Projects may be coordinated by the program manager, President

138. Project coordinators, in case of absence for various reasons, are replaced, by delegation recorded in the Order. In order to avoid any delays in the implementation of commitments (projects), the project/program coordination functions, according to the Statute, are temporarily taken over ex officio by the Program manager.

139. According to the legislation in force, when delegating project/programme managerial functions, the general rule will be taken into account: at least 6 months of work in the unit, as well as the agreement of the employee. In exceptional cases, program/project coordination functions can be divided between several employees.

140. The order of delegation of functions is provided in advance in the job description, although any delegation requires additional prior agreement and recording in the Order.

141. The association uses the nomenclature of functions and professions in the Republic of Moldova in naming the functions (positions). If necessary, by Order of the President of the association (Administrator) the equivalence according to the previously mentioned nomenclature is established for each function (position), which will also be indicated in the CIM.

## **Remuneration**

142. The tariff salary for each position/function is established in the standard salary scale.

143. The standard salary scale is reviewed and approved by the Board of Directors every year or as needed.

144. The association avoids unfair internal salary competition for similar positions funded by different projects.

## **Chapter 7: Conflict of interest and corruption**

145. All employees, consultants, volunteers, interns, students in practice refrain from and do not admit any conflict of interest and ensure that their interests do not conflict with the tasks they have or will have in relations with the beneficiaries/ colleagues/partners.

146. The association considers as a conflict of interest a set of circumstances where there is a risk that professional judgment or actions related to a primary interest will be unjustifiably influenced by a secondary interest, thus undermining impartiality of the employees, consultants, volunteers, interns, students in practice.

*Primary interest* refers to the main objectives of the profession and/or position.

*Secondary interest* it includes personal benefit that is not limited to financial gain, but also other reasons such as the desire to do favors for family and friends or the desire for professional advancement. These secondary interests are not treated as a negative element in themselves, but are unacceptable when they affect the primary interest.

147. All employees, consultants, volunteers, interns, students in practice do not admit or commit any action that can be treated as corruption.

148. The association considers corruption as any illegal use by a person of his position to receive material benefits or an improper advantage for himself or another person contrary to the legitimate interests of the beneficiaries, or illegal granting of material benefits or improper advantages to other people.

149. All employees, consultants, volunteers, interns, students in practice are prohibited from offering or accepting bribes in any form in the exercise of their activities.

150. All employees, consultants, volunteers, interns, students in practice, in order to prevent embezzlement, theft or fraud, implement all financial operations for which they are responsible only according to the Accounting Policy of the Association and in strict accordance with the legislation of the Republic of Moldova.

151. Favoritism, nepotism and clientelism are prohibited in the Association.

152. The annual financial and audit reports of the Association are public.

153. Program/project teams have a personal copy of the project file (project proposal, work plan, logframe, budget, reports, etc.) that they keep at their workplace.

## **Chapter 8: Grievances**

154. Employees, consultants, volunteers, interns, students in practice have the obligation to report any **alleged (suspected) or actual violation of this Regulation** both in relation to employees, consultants, volunteers, interns, students in practice, as well as beneficiaries (adults and children).

155. Employees, consultants, volunteers, interns, students in practice have the obligation **to inform the beneficiaries (adults and children)**, in all the activities for which they are responsible, about the possibilities of submitting grievances, in particular complaints related to any type of violence against children, including but not limited to sexual exploitation and abuse, committed or admitted by employees, consultants, volunteers, interns, students in practice and/or by third parties, as well as those related of fraud or corruption admitted or committed by employees, consultants, volunteers, interns, students in practice.

156. Employees, consultants, volunteers, interns, students in practice have the obligation **to encourage beneficiaries** (adults and children), in all activities for which they are responsible, to report any type of violence, especially those against children including but not limited to those of exploitation and sexual abuse, committed or admitted by employees, consultants, volunteers, interns, students in practice and/or by third parties, as well as any type of fraud or corruption admitted or committed by employees, consultants, volunteers, interns, students in practice.

157. Grievances can also be submitted to the Association. There is no standard form for them, precisely to give the person the opportunity to express him/herself unreservedly. Any complaint is accepted only in writing, submitted to the Association Headquarters, or - in the boxes intended for suggestions and complaints (located in the Association headquarters or in the locations where the Association carries out projects), or sent by e-mail to the address [gendercentru@gmail.com](mailto:gendercentru@gmail.com).

158. The Association's Secretariat must register any document/letter/message/request/etc. in the single "entry" register of the Association. submitted directly or taken from the suggestion and complaint box, or received in the electronic mailbox and relating to a complaint against employees, consultants, volunteers, interns, students in practice.

159. The Secretariat of the Association sorts (according to the law) all correspondence and in case of a possible complaint against the President of the association (the Administrator), it is immediately forwarded to the President and the members of the Board of Directors, who will decide according to the legislation in force on the investigation and possible punishments.

160. All other complaints reach the President of the association who analyzes and processes them in strict accordance with the legislation in force on the service investigation and possible punishment.

161. If the service inquiry finds that a complaint from employees, consultants, volunteers, interns, students in practice was made falsely, disciplinary action will also be taken.

162. All complaints that refer to real or alleged violence admitted or committed by employees, consultants, volunteers, interns, students in practice, but also by third parties, will be reported immediately, further, by the Association, according to the provisions [HG270/2014 regarding the approval of the Instructions on the intersectoral cooperation mechanism for the identification, assessment, referral, assistance and monitoring of child victims and potential victims of violence, neglect, exploitation and trafficking](#).

163. Anonymous grievances will be treated with caution.

164. Employees, consultants, volunteers, interns, students in practice who make genuine complaints (regardless of their nature) will not be persecuted.

Appendix 1 -STATEMENT AT YOUR OWN RESPONSIBILITY

*mandatory to be signed by employees, consultants, volunteers, interns, students in practice*

I,

\_\_\_\_\_

I hereby declare:

- 1. Personally, I have NOT been the subject of any conviction in the past for conduct incompatible with the responsibility of caring for/or supervising children and I have NEVER been the subject of any investigative measures for criminal acts or conduct violations that would have jeopardized the integrity physical or psychological of children;
- 2. Personally, I have received a copy and have read the Internal Regulations of the AO GENDER-CENTRE, and I undertake to comply with all its provisions;
- 3. Personally, I have been informed that in case of suspected behavior on my part, incompatible with the Code of Conduct, the Association reserves the right to take protective measures in relation to the beneficiaries (adults and children) involving my temporary suspension. In this regard, I have been informed that if the Association is notified of incidents of violation of the Internal Regulations, in particular related to the admission or commission of acts of violence against children or adult beneficiaries, the Association will take administrative and legal measures appropriate, without time or location limit;
- 4. Personally, I have been informed that in case of termination of the contract/cancellation of membership due to violation of the physical and/or psychological integrity of the children, the Association reserves the right to inform any institution that may request professional references on the reason for the termination of the contract/ cancellation of membership for violations of the Internal Regulations.

Date \_\_\_\_\_, place \_\_\_\_\_.

Signature \_\_\_\_\_

# Annex 2: NGO “Gender-Centru” Prevention of Sexual Exploitation and Abuse Policy

---

Document approved  
on 12 August 2024

## **Prevention of Sexual Exploitation and Abuse Policy**

### **Purpose**

Gender-Centru recognizes our obligation and responsibility to operate in a manner consistent with the fundamental principles of human rights and we are committed to the prevention of and response to sexual exploitation and abuse. Gender-Centru recognizes that sexual exploitation and abuse of vulnerable people is a global phenomenon and from our own and others’ experience, it is clear that working in development can entail dealing with these issues. It is vital that sexual exploitation and abuse are not perpetrated or compounded by those who Gender-Centru employs. It is crucial that we all understand the problem of sexual exploitation and abuse and our own role and responsibility in preventing it. Employees need to consider how their sexual conduct might cause serious harm to others and bring Gender-Centru into disrepute.

### **Scope**

- This policy applies to all employees, volunteers, consultants, contractors, representatives and those connected to Gender-Centru. They should ensure their conduct:
- Is never influenced by personal gain or advantage that results in a risk or detriment to Gender-Centru
- Does not give rise to suspicion of improper motives
- Is in keeping with Gender-Centru’s policies and procedures
- Respects and never violates the rights of vulnerable people
- Is professional and that they act ethically and in accordance with the Gender-Centru Code of Conduct.

### **Definitions**

#### **Definitions of Sexual Exploitation and Abuse**

In the context of international standards, Gender-Centru defines the term sexual exploitation as any actual or attempted abuse of a person in a position of vulnerability, differential power or trust for sexual purposes including, but not limited to, profiting monetarily, socially or politically from the exploitation of someone else. The term sexual abuse means actual or threatened physical intrusion of a sexual nature, whether by force, coercion or under unequal conditions

Gender-Centru has a zero-tolerance stand on exploitative and abusive relationships. We will also not tolerate behavior that endangers the security of employees or the organization or brings either into disrepute. It follows, therefore, that employees should have:

- No sexual contact with children under the age of 18\* (mistaken belief of age being no defence)
- No transactional sexual contact with Gender-Centru beneficiaries, clients or staff of Gender-Centru partners.

Gender-Centru affirms the Six Core Principles adopted by the United Nation' s Inter- Agency Standing Committee Task Force on Prevention and Response to Sexual exploitation and Abuse and these are referenced at the end of this policy.

## **Policy**

As per this Prevention of Sexual Exploitation and Abuse Policy (PSEA), Gender-Centru will not tolerate sexually abusive or exploitative acts being perpetrated by our employees, contractors, volunteers or anyone associated with the delivery of our programmes. Employees and managers are bound to uphold this policy and to report people or incidents that they believe contravene it. Gender-Centru managers and Gender-Centru corporate leadership have a duty to ensure that allegations of sexual exploitation and abuse are investigated and that appropriate disciplinary measures are taken. Gender-Centru also has a duty to provide appropriate assistance to any victims of sexual exploitation and abuse by our staff.

## **Our responsibilities**

It is the responsibility of our managers, employees and anyone who works with us to report incidences of sexual exploitation and abuse being perpetrated by anyone within Gender-Centru. Managers, in particular, are responsible for creating and maintaining an environment in which employees, volunteers and contractors know what Gender-Centru expects from them and feel able to report any suspicious or inappropriate behaviour.

## **\*Exceptions**

In line with international standards employees will not have sexual relations with children (defined as under 18 years old) or with clients. Should any of Gender Centru staff, consultants, volunteers, interns - direct and indirect workers find themselves in such relationship, they will be immediately removed from the project and referred to competent authorities to investigate the case in accordance with law of Moldova and the best interest of the child.

## **Our Partners**

Gender-Centru is clear that any partnerships we have with others is based on mutual respect for values and beliefs. When Gender-Centru employees assess partner capacity to carry out projects this should include an assessment of the partner's capacity to meet our requirements in upholding this policy and the Gender-Centru Code of Conduct.

## **Making a Report**

Anyone has the right to make a complaint about the behaviour of those associated with Gender-Centru and its programmes including any inappropriate behaviour of other employees or volunteers according to Gender-Centru's Code of Conduct and our Whistle-blower Policy. Any

manager who suspects inappropriate behaviour should seek advice from their Field Project Manager or local HC representative immediately.

Complaints from people external to Gender-Centru will be dealt with through the local Field Project Manager, with support from the headquarters Project Manager and HC. We recommend that complaints be made within 3 months of an incident taking place. We recognize that this may not always be possible or likely with allegations of such a sensitive nature. An investigation can go ahead no matter how long ago an incident occurred (but obviously the sooner the better) and no matter whether the alleged victim wishes to take an active part.

How to Report Guidelines are included as a reference below.

## **Investigations**

Gender-Centru will investigate allegations of sexual exploitation and abuse involving Gender-Centru staff and partners in a timely and professional manner and will engage professional investigators or secure investigative expertise as appropriate if needed.

Gender-Centre has procedures for carrying out investigations into allegations of sexual exploitation and abuse. Guidance and support to investigators and those managing investigations is essential and is available from HQ HC.

Investigations are an internal administrative process and would not necessarily therefore involve the police or judiciary. Investigations are carried out so that Gender-Centru can have the best information possible on which to base its decisions concerning employee conduct and consequences thereof.

We might then alert the appropriate authorities if, following an investigation, we judge that:

- A crime has taken place;
- Confidentiality can be ensured;
- The victim is in agreement; and
- Those associated with the case will not be subject to further abuse, disrespect or violence.

Headquarters investigators are free to handle a case of PSEA without reporting to anyone else in the country office when necessary. Gender-Centru reserves the right to act or not to act on any information provided. The organization is not required to disclose its response or the actions resulting from any information that may be provided or reported. Safety of participants and colleagues will prevail. The intentional misreporting of information is subject to disciplinary action.

## **Victim's Assistance**

We will pursue investigations and take appropriate disciplinary procedures. Victims will receive immediate support as necessary, in line with the wishes and needs of the victim and to levels appropriate locally (and to a level deemed acceptable to appropriate professional staff).

## **Consequences**

Employees who contravene Gender-Centru's clearly stated expectations of their sexual conduct will be subject to disciplinary action that may result in dismissal. Volunteers will have their

relationship with Gender-Centru terminated. Contractors who contravene our expectations will have their contract ended.

Partners must disclose to Gender-Centru if their employees contravene the Prevention of Sexual Abuse and Exploitation policy and the expectations expressed in partnership documentation and must conduct appropriate investigations. Failure to do so may result in funding being withdrawn and their relationship with Gender-Centru may be terminated.

As outlined above (in Investigations), the appropriate authorities, including the police or judiciary may be involved under certain circumstances.

### **Training and Learning**

Gender-Centru will ensure awareness of our corporate PSEA policy and our Gender-Centru code of conduct on orientation for all new and existing staff. Additional training will be implemented as appropriate or as policies are updated.

### **Related Reference Documents**

Six Core Principles adopted by the United Nation' s Inter- Agency Standing Committee Task Force on Prevention and Response to Sexual exploitation and Abuse.

1. Sexual exploitation and abuse by humanitarian workers constitute acts of gross misconduct and are therefore grounds for termination of employment.
2. Sexual relationship with children (persons under the age of 18) is prohibited regardless of the age of majority or age of consent locally. Mistaken belief in the age of a child is not a defense.
3. Exchange of money, employment, goods or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour is prohibited. This includes exchange of assistance that is due to clients [beneficiaries].
4. Sexual relationships between humanitarian workers and beneficiaries are strongly discouraged since they are based on inherently unequal power dynamics. Such relationships undermine the credibility and integrity of humanitarian aid work.
5. Where a humanitarian worker develops concerns or suspicions regarding sexual abuse or exploitation by a fellow worker, whether in the same agency or not, s/he must report such concerns via established agency reporting mechanisms.
6. Humanitarian workers are obliged to create and maintain an environment which prevents sexual exploitation and abuse and promotes the implementation of their codes of conduct. Managers at all levels have particular responsibility to support and develop systems which maintain this environment.

### **How to Report Guidelines**

If you have decided to make a report, we ask that you provide your name and contact information so that we may better assess the allegations and follow-up with you in addressing your concerns. If you choose not to provide your name or contact information, you may file your report anonymously, but note that anonymous reports are suspect as they have greater potential for abuse and may be subject to legal limitations. Please be sure to include the following information with your complaint:

- All facts describing the alleged event, issue, or matter;
- The name and title of each person involved;

- Dates, times, frequency, and locations;
- Facts relevant to urgency; and
- Documentation, witnesses, or other evidence available to support the allegation, including any laws or policies believed to be breached.

You can use the 5 W's to help remember what to report: Who, What, When, Where, Why. Please keep in mind that those who initially read your complaint or investigators may not be familiar with your local context, so as much detail as you are able to give is helpful.

## **Where to Report**

Gender-Centru encourages all staff members to first speak to their manager or local human resources representative when they have concerns about a policy violation or misconduct, as this is typically the best method for addressing problems and allows the appropriate management to take action.

In exceptional cases where a person has been discouraged from reporting to their local manager or may fear for his or her job or well-being, the [gendercentru@gmail.com](mailto:gendercentru@gmail.com) email is available to bypass those normal channels in a confidential manner. All emails sent to this address will be processed by the President of Gender-Centru.

If the person reporting to you is at risk of immediate harm, danger or threat as a result of Gender-Centru staff or programs, you should work to find an immediate safety solution for the person reporting. Contact the Project Manager. As soon as possible, this information must be reported to the President.

**Valentina BODRUG-LUNGU,**  
**PhD, President of Gender-Centru,**  
**University Professor**