



LAO PEOPLE'S DEMOCRATIC REPUBLIC

Peace – Independence – Democracy – Unity – Prosperity

MINISTRY OF AGRICULTURE AND FORESTRY

Reducing Rural Poverty and Malnutrition II Project (P178883)

LABOR MANAGEMENT PROCEDURES

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Abbreviations

CCT	Conditional Cash Transfer
CM	Community Mobilizer
CVS	Compliance Verification System
CM	Community Mobilizer
DAFO	District Agriculture and Forestry Office
DHC	District Health Center
DIO	District Implementation Office
GMP	Growth Monitoring and Promotion
GRM	Grievance Redress Mechanism
MIS	Management Information System
MAF	Ministry of Agriculture and Forestry
MOH	Ministry of Health
MPI	Ministry of Planning and Investment
PAFO	Provincial Agriculture and Forestry Office
NTFPs	Non-Timber Forest Products
PDO	Project Development Objective
PMT	Proxy Means Test
PMU	Project Management Unit
PPCO	Provincial Project Coordination Office
PSP	Payment Service Provider
RRPM	Reducing Rural Poverty and Malnutrition
SBCC	Social Behavior Change Communication
VDC	Village Development Committee
VF	Village Facilitator
VPCC	Village Project Coordinating Committee

Definitions

Community Mobilizer (CM)

CMs are project workers who get monthly salary through work contract signed with Project Management Board. CM hold an important role in conducting social mobilization activities at village level, and are responsible for implementing all processes related to Conditional Cash Transfer (CCT) cycles. In addition to support in CCT, CMs also support the implementation of the social behavior change communication (SBCC) program to raise the awareness of local people as to the CCT program. They also reinforce (SBCC) sessions by enhancing parenting knowledge, encouraging families to invest in their children's health and nutrition, and promoting healthy behavior and demand for use of health services by CCT beneficiaries.

Village Facilitator (VF)

VFs are local people who are engaged under the project to as volunteer to provide their labor as a contribution to the project. VFs may be supported with financial allowance to support their travel (e.g., petrol) and communication but they are not paid monthly salary (like Community Mobilizers). Under RRP II, Village Facilitator is categorized as Community Workers – as per definition in ESS2. VFs support communicating CCT information and its conditionalities to communities participating in the CCT program. They convene regular consultation meetings with the community to provide updates on program status, discuss about community plans, monitor the use of cash by beneficiaries, and support implementation of SBCC activities. VFs also collect regularly feedback and complaints from households and communities to report to the district level.

1. INTRODUCTION

1.1 Project Descriptions

The Project Development Objective (PDO) is: (i) to increase utilization and adaptability of the Social Protection Delivery System, (ii) consolidate the Conditional Cash Transfers to improve nutrition behaviors, (iii) enhance the convergence of multisectoral nutrition interventions in priority target areas, (iv) and in case of an eligible crisis or emergency, respond promptly and effectively to it:

- Number of programs and/or projects using information from social registry
- Number of CCT beneficiaries (gender disaggregated)
- Percentage of children 6 – 23 months from cash transfer beneficiary households consuming foods from at least 5 out of 8 food groups recommended food groups.
- Percentage of first 1,000-day households access to a package of priority nutrition interventions

The project will comprise five components that will continue to support the implementation of the nutrition-sensitive conditional cash transfer (built on phase 1) to contribute to reducing poverty and malnutrition, improve and enhance social protection systems, and promote the planning, coordination, and monitoring of the multisector nutritional convergence approach.

Component 1. Strengthening Social Protection Building Blocks. This component aims to strengthen the key building blocks of the social protection system in Lao PDR. Specifically, it supports: i) the enhancement of the social registry, ii) enhancement of beneficiary management and payment; and iii) establishing the building blocks of an adaptive social protection (ASP) system.

Component 2: Support to the Helping Hand Conditional Cash Transfer (CCT) program. The objective of this component is to support the continuous delivery of the Helping Hand CCT program to poor and vulnerable pregnant women and children under two years of age in convergence villages. Currently, the program targets the bottom 60 percent of households covering in some villages as many as 90 percent of all households. To align the poverty line in decree 348, the Government has decided to set it at the 50th percentile for the implementation of the RRPM II. Pregnant women and mothers are designated as primary recipient of benefits or grantees. Eligible beneficiaries of the program will continue to be selected using the National Social Registry, which adopts a proxy means testing mechanism to estimate household.

Component 3: Implementation Management Support and Institutional Strengthening. This component will support project management costs related to operations, capacity building and training, including financial audits, service fees for financial service providers, and implementation of ESF activities. This includes the financing of a dedicated PMU to execute the project and manage Components 1, 2 and 3. Key activities that will be financed under this component include: a) Project management , b) Monitoring of the Helping Hand CCT, c) Establishing capacity for expansion, d) Complementary Social and Behavioral Change Communication delivery.

Component 4: Enhancing the Nutrition Convergence Oversight and Coordination. The objective of this component is to support the Ministry of Planning and Investment (MPI) for the overall oversight and coordination of nutrition convergence program. The component will finance the operational costs to coordinate the program at central, district and village levels, undertake a series of monitoring data collection and impact evaluation surveys, project-related financial management (FM), procurement, support and coordinate the nutrition convergence approach, and carry out monitoring and evaluation (M&E).

Component 5: Contingency Emergency Response. The objective of the contingent emergency response component (CERC), with a provisional zero allocation, is to allow for the reallocation of financing to provide an immediate response to an eligible crisis or emergency, as needed. The Government can

request the WB to urgently activate CERC and reallocate the undisbursed balance to support the implementation of the government's emergency plan. Additional financing can also be mobilized to fully or partially replenish the funds reallocated to the CERC in accordance with the WB's requirements. Detailed procedures and rules on activation and implementation of CERC will be summarized in the CERC Emergency Response Manual (ERM) which will be prepared by the government and to be approved by the WB as an appendix of the Project Operations Manual.

1.2 Purpose of the LMP

This Labor Management Procedures is prepared in accordance with the WB's Environmental and Social Framework (ESF), particularly to meet the requirements under the ESS2 (Labor and Working Condition). The LMP is also in line with relevant laws and regulations of the GOL. The main purpose of the LMP is to identify risks and potential impacts associated with the engagement, use, and management of labor to be engaged under the RRPM II project. Based on the identified risks and potential impacts, mitigation measures are proposed alongside the grievance redress mechanism for labor related issues, as well as implementation arrangements. The LMP is a living document and is subject to update when needed during project implementation to reflect adaptive management of Project changes, unforeseen circumstances, or in response to Project performance. This LMP is applicable to all project workers, irrespective of types of contracts, e.g. full-time, part-time, temporary, or casual. Part of the LMP will be applicable to Community Workers (as described under Chapter 12).

2. OVERVIEW ON LABOR USE UNDER THE PROJECT

2.1 Type of workers

The World Bank's ESS2 (Labor and Working Condition) classifies workers who are engaged under a World Bank financed project into four categories: *direct workers*, *contracted workers*, *community workers* and *workers of primary suppliers*. Under RRPM II Project, the following types of workers are identified:

- **Direct workers** – comprising of individual staff members who are employed directly by the PMU to work at central, provincial, and district level. These include project proponent and the project implementing agencies (in relevant Ministries) who work specifically in relation to the project.
- **Contracted workers** – including people who are employed or engaged through third parties, as a consulting firm, service provider such as Unitel, etc. to perform work related to core functions of the project.
- **Community workers** – local people who are engaged to provide labor as a contribution to the project – on a voluntary basis and may be supported with financial allowance for the project task such as Village Facilitators.

It is anticipated that primary supply workers will not be engaged since the project has no construction activities except for minor rehabilitation of existing rooms located inside the office of PAFO and DAFO for use as project office in two new project provinces.

2.2 Direct workers

Under this project, the total number of direct workers who are potentially hired directly by PMU may range from 100 to 120 persons. About half of the total direct workers (60 people) are Community Mobilizers who will be based in project districts. The rest will be staff who support project implementation and administration who are based at central and provincial project offices. There are 6 staff member who are engaged by the Government to support project implementation. These include Project Director,

Project Coordinator, Project Deputy Coordinator, IT and Fixed Assets Assistant, Procurement Officer, and Finance Officer.

2.3 Contracted workers

To support PMU in project implementation, eight entities, including seven consulting firms and one service provider (CCT payment), are anticipated to be engaged. It is estimated that about 80 individual people would be engaged by these entities to provide services to the Project.

2.4 Community workers

The Project will engage about 2,758 community workers in the role as Village Facilitators (VF). VF will be local people (village level). They are not paid by the project and are expected to do the following key tasks:

- Communicating information on the CCT program and its conditionalities to the communities participating in the program;
- Convene regular consultation meetings with the community to provide updates on the status of the program activities, discuss the sustainability community plans, monitor beneficiaries for their use/misuse of cash benefits;
- Support the implementation of the Social Behavior Change Communication (SBCC) activities, by identifying the target households and convening community meetings for SBCC activities at the community level;
- Collect regularly feedbacks and complaints from the households and communities to report to the district level.

2.5 Other stakeholders working in connection with the project

Under this project, a number of civil servants who are currently employed directly by the government are expected to provide their part-time support to various aspects of project implementation. These staff may include staff members from MAF, MPI, MOH, and other relevant Ministries at central level, and governmental agencies at provincial and district levels.

As per ESS2, the above civil servants will remain subject to the terms and conditions of their existing employment agreement with the government. As such, ESS2 will not apply to them. However, project's requirements related to Occupational Health and Safety which still apply to them.

It is estimated that about 10 people would be involved as project stakeholders who work in connection with the project. They will support the project on a part-time, ad-hoc, or on-request basis (e.g. at annual planning meetings, consultation, technical advice, periodic project progress meetings...).

2.6 Estimated number of project workers

Given the above, it is estimated that a total of 2,967 peoples will be engaged to support project implementation throughout the project life. In addition, it is anticipated that the total number of contracted workers may increase if Project Component 5 (Contingent Emergency Response Component) activities are carried out as needed during project implementation (See the Summary of Types and Estimated Number of Project Workers in Table below).

Figure 1 - Estimated Distribution of Project Workers (by worker type and admin level)

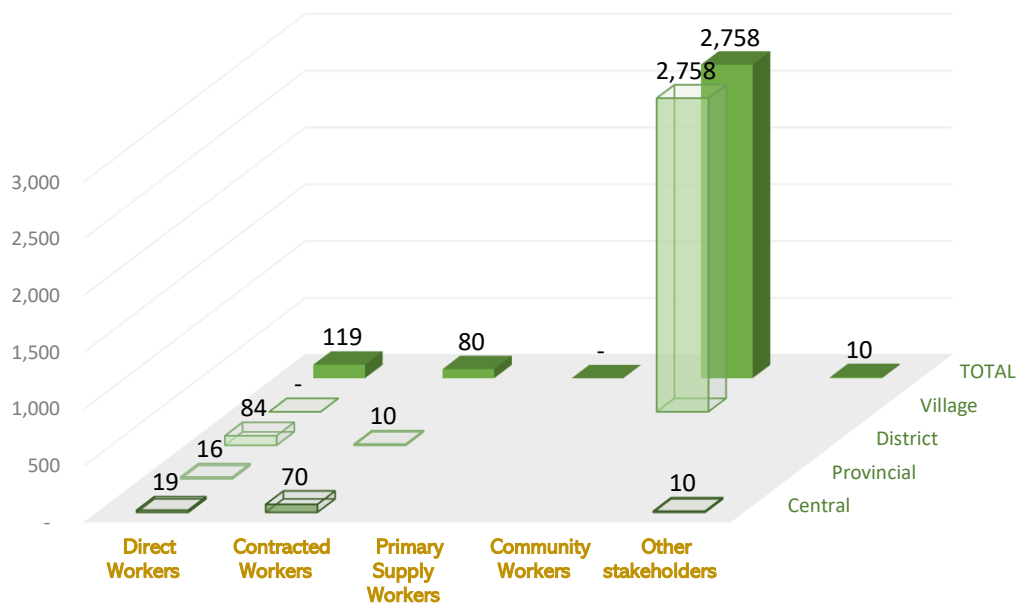


Table 1 - Summary of Estimated Number of Project Workers to be Engaged for the entire Project

Type of project workers	Characteristics of project workers	Timing of Labor Requirements	TOTAL WORKERS (entire project)
DIRECT WORKERS			119
▪ PMU's staff (full-time)		Project life	119
▪ PMU's individual consultants (part-time)		Need-based	0
CONTRACTED WORKERS			80
▪ Consulting Firms/ Service Provider		Mobilized based on need and typically within a period of 3-6 months, for montly for CCT payment	70
▪ Construction Contractor			10
- Skilled workers	Mostly local people (village)	About one month time for office renovation purpose	5
- Unskilled workers	Mostly local people (village)		5
COMMUNITY WORKERS			2,758
▪ Village Facilitators (for 879 villages)			2,758
PRIMARY SUPPLY WORKERS			0
▪ Workers engaged by primary suppliers	Mostly local workers engaged by	Not relevant to project	0
OTHER STAKEHOLDERS WORKING IN CONNECTION WITH THE PROJECT			10
▪ Ministry of Agriculture and Forestry		Project preparation till completion	
▪ Ministry of Finance		Project preparation till completion	2
▪ Ministry of Planning and Investment		Project preparation till completion	5
▪ Ministry of Health		Project preparation till completion	1
▪ Ministry of Education		Project preparation till completion	
▪ Lao Women's Union (LWU)		Project preparation till completion	1
▪ Lao Front for National Construction (LFNC)		Project preparation till completion	1
▪ Lao Youth Union (LYU)		Project preparation till completion	
▪ Bank of Lao PRD		Project preparation till completion	
		Total	2,967

3. ASSESSMENT OF KEY POTENTIAL LABOR RISKS

3.1 Project activities involving labor

Based on the nature, scope, scale, and location of project activities, as well as relevant labor, type of labor, that may be required for each project activity, including timing of labor requirement, it is anticipated most risks that are related to project workers are concentrated at village level where most investment are carried out, including activities under project components 1,2 and 3.

3.2 Key labor risks

Community Health and Safety for Community Members, including Community Workers

- **Traffic and Road Safety**

This risk is more likely associated with people who work at village level, or district level, rather than those at central level. People exposed to this risk may include a) project beneficiaries, b) community workers, and c) contracted works (in descending order). The risk of accident seems higher for those who travel in certain conditions that are unfavorable – such as traveling through construction site, riding at night, or travel in areas prone to landslide, flash flood, or travel at road sections of limited visibility. The risk seems to be exacerbated when riders and drivers are tired (after a day), or consume alcoholic drink, overspeed, or encounter unexpected situation of other road users.

- **Contracting/spreading of communicable disease(s)**

During project implementation, the level of interaction between community members and other project workers will increase. This is due to the increased numbers of face-to-face meetings – between local people and project workers who are non-local, and between local community and workers engaged by PMU from other part of the country to conduct consultations with local people and/or provide trainings to community members. These may increase the risk of spreading/ contracting of diseases such as COVID-19, as well as other air-borne diseases, etc.

Sexual Exploitation & Abuse, Sexual Harassment, and Violence Against Children

According to a study on gender-based violence in Lao PDR by the World Bank, in 2013 alone, an estimated 11,000 women, of whom 47.4% were young girls, were involved in sex trade (most in bars). Some 60% of trafficked children are girls aged 12–18. Under the Project, the risks of Sexual Exploitation and Abuse, Sexual Harassment, and Violence Against Children are identified in association with a) concentration of project workers who may come and work at village level, b) interaction between community members and project workers engaged by PMU (including contracted workers, direct workers, and community workers). However, the risks of SEA/SH and VAC is anticipated to be “low”.

Domestic Violence

Domestic violence in Laos is an ongoing issue and is of great concern of the government, particularly violence against women and girls – as noted by Lao Women’s Union and UNFPA (2014)¹. The survey by the National Commission on the Advancement of Women, Mothers and Children in 2018 indicated that nearly one in seven girls and one in six boys are physically abused before they turn 18, making physical violence the most common form of violence experienced by

¹ UNFPA (2021). Ending violence against women and girls is possible... I am hopeful! <https://lao.unfpa.org/en/news/ending-violence-against-women-and-girls-possible%E2%80%A6-i-am-hopeful>

children. The UNFPA's study on Violence Against Women (VAW) in 2014 reported that one in three women had experienced physical or sexual violence, or emotional abuse from their partners. The UNFPA also reported that according to Lao Women's Union, the number of rape cases has increased. The number of calls to the hotlines related to violence against women during the COVID-19 lockdown increased by 3 to 5 times compared to before -COVID-19 condition.

4. BRIEF OVERVIEW OF LABOR LEGISLATION: TERMS AND CONDITIONS

The Labor Law (2013) is the regulatory framework with regards to labor and working conditions in Lao PDR. The Labor Law provides regulations against discrimination, promotes fair treatment and equal opportunity (decent work) in employment and wages, and provides protection and assistance to vulnerable workers.

Table 2 below summarizes key issues specified in the 2013 Labor Law, covering, *inter alia*, basic wage, payment arrangement and deductions, hours of work, overtime work, rest per week, and leaves (including leave, maternity, ...), etc.

Table 2 - Key issues of the Labor Law 2013

Key issues	Relevant Articles in Labor Law 2013	Categories of workers
Basic Wage	Article 108 (Revised) – Determination of Salary or Minimum Wage. Minimum wage or salary can be determined for each area or sector based on the level of minimum wage or salary at every interval as promulgated by the State.	Direct workers Contracted workers
Form and Methods of Wage Payment	Article 109 (Revised) – Form and Methods for Payment of Salary and Wages. Employer must notify the employee of the account and calculation of salary or wages. When making payments in materials in lieu of cash for salary or wages, it should be at an appropriate rate and stated as money and must be agreed upon by the employee or employee representative. Section 10 (Minimum Wages). Advisory Boards and Wages Councils Act, Cap. 221 establishes the time for wage payment. The project will pay employees promptly and regularly at the customary intervals and ensure that all employees are paid in full.	Direct workers Contracted workers
Deduction of wage	Article 110 (Revised) – Payment. Deduction of salary or wages paid in advance should not be more than twenty percent of a salary or wage. Article 113 (Revised) – Deductions from Salary or Wages to Compensate for Damage. Deductions from an employee's salary or wages to compensate for damage to the property of a labor unit caused by the employee shall be made according to the value	Direct workers Contracted workers

Key issues	Relevant Articles in Labor Law 2013	Categories of workers
	of actual damage. In case where employee does not have assets for compensation, his salary or wages must be deducted for compensation. The maximum deduction, however, shall not exceed 20% of his or her salary or wages.	
Gender Equality, Discrimination	<p>Article 96 (New) – Gender Equality in the Workplace. Female employees shall receive a salary or wages equal to that of male employees, except for some forms of work that has negative effects upon the reproductive health of women, which must be protected in every case.</p> <p>Article 97 and 99 (Revised) – The Employment of Pregnant Women or Women Caring for Newborns. Employer(s) is prohibited to employ a woman during pregnancy or during the period she is caring for a child under one year of age to perform such work as: a) Overtime work, or work on rest day, b) night works, c) Works specified in the list of hazardous works, d) Work which involves standing for longer than two consecutive hours, e) Work lifting and carrying by hand, carrying on shoulders, carrying on a pole, or the bearing of loads heavier than ten kilograms.</p> <p>Employer is prohibited to obstruct employment or use direct or indirect force to stop the work of an employee due to their marital status or gender discrimination.</p>	Direct workers Contracted workers Community Workers (e.g Village Facilitators)
Hours of work	Normal hours of work will be no more than 6 days per week and 8 hours per day or no more 48 hours per week, regardless of the type of salary or wage; and hours of work must not exceed 6 hours per day or 36 hours per week for employees whose occupations are in sector that involve direct exposure to dangerous chemicals (<i>Article 51</i>).	Direct worker Contracted workers
Overtime work	Overtime shall not exceed 45 hours per month or 3 hours per day , but it is prohibited to work more than four consecutive days, except in the case of an emergency such as combating natural disasters or an accident that would cause great damage to its labor unit and Where overtime is necessary for more than 45 hours in any one month, the employer must first request authorization from the Labor Administration Agency which is responsible for its labor unit and receive approval from the trade union or workers' representatives, or the majority of employees in its labor unit (<i>Article 53</i>).	Direct worker Contracted workers
Payment for Work on Weekly Rest Days or Official Holidays	<p>Article 115 (New) – Payment for Work on Weekly Rest Days or Official Holidays.</p> <p>For overtime worked on a weekly rest day or official holiday, the employee shall be paid on the basis of two hundred and fifty percent (250%) of the hourly wage of a regular working day for each hour worked.</p> <p>For overtime worked from 16:00 to 22:00 on a of weekly rest day or holiday, the employee shall be paid on the basis of three hundred percent (300%) of the hourly wage of a regular working</p>	Direct worker Contracted workers

Key issues	Relevant Articles in Labor Law 2013	Categories of workers
	<p>day for each hour worked.</p> <p>For overtime worked at night on a weekly rest day or holiday, from 22:00 to 06:00, the employee shall be paid on the basis of three hundred and fifty percent (350%) of the hourly wage of a regular working day for each hour worked.</p> <p>Specific payments for night work or shift work shall be paid at no less than 50% of the hourly wage of a regular working day for each hour worked. This specific pay shall be calculated by dividing the regular salary or wage by twenty six days, then divided by eight hours, and then multiplied by fifteen percent and multiplied again by the number of hours worked at night or shift.</p>	
Rest & Leave	<p>Workers have the right to at least 1 day's rest within a week or 4 days per month, which may be Sunday or any other day as agreed between the workers and the employer (Article 54).</p> <p>Workers have the right to rest on official holidays and receive their normal salary or wage (Article 55).</p> <p>Workers have the right to sick leave (Article 56), annual leave (Article 57) as well as personal leave (Article 58).</p>	<p>Direct worker</p> <p>Contracted workers</p>

5. BRIEF OVERVIEW OF OCCUPATION HEALTH & SAFETY LEGISLATION

5.1 Health and Safety

Employer will comply with the Government of Lao PDR's Labor Law, Section VIII on Workers' Occupational Safety and Health:

- Implement its core obligations including workplace equipment and procedures, safety measures, safety systems, risks, safety gear, addictive substances, training on basic health and safety knowledge (*Article 119*).
- Inspect and assess risks to safety and health within workplace regularly and report the results (*Article 122*).
- Maintain a medicine cabinet and have one employee as primary nurse (*Article 124*).
- Record and Reporting of Workplace Accidents in detail and report it to the Labor Administration Agency (*Article 125*), and
- Facilitate medical examinations of employees (*Article 126*).

5.2 Protective Gear

The Employer will be committed for the safety of its employees to supply individual safety gear to employees in full and in good condition according to international standards as provided in Lao PDR's Labor Law (*Articles 64, 118, and 119*).

5.3 First Aid

The Labour Law provides that “All labor units shall be equipped with a first-aid kit. [Labor] units employing fifty or more workers should have a permanent medical staff to take care of and treat the health of the workers (*Section 49 of Decree No. 24/PR of the President of the Republic, dated 21 April 1994 promulgating Act No. 002/NA of 14 March 1994 concerning labor*).

5.4 Epidemics

In the event of any outbreak of illness of an epidemic nature, the Employer will comply with and carry out such regulations, orders and requirements as may be made by the Government, World Health Organization or the local medical or sanitary authorities, for the purpose of dealing with and overcoming the epidemic.

5.5 Deaths

In the event that the worker dies, the employer will report to the nearest labor administration agency within forty-eight hours. If the employee is dead, the employer shall be responsible for funeral expenses as appropriate and not less than six months' salary or wages of the deceased; and if a worker dies while on assignment by the employer to another workplace, the cost of transferring his body or remains to his family shall also be borne by the employer. In addition, the heirs of the deceased have the right to receive a one- time allowance in accordance with regulations (*Article 55*).

5.6 Victims of Labor Accidents and Occupational Diseases

The Employer will be committed for the Labor Accidents and Occupational Diseases as provided in Lao PDR's Labor Law. In particular, if an employee is injured as a result of a labor accident or occupational disease, the employer or social insurance implementation agency must take responsibility for the cost of treatment as determined in the appropriate legislation. For the course of the treatment and rehabilitation, the employee has the right to receive their normal salary or wages from the employer, but for no longer than six months. If the limit is reached, the employer or social insurance implementation agency will cover the cost in accordance with the Law on Social Insurance. In cases where the employee dies from a labor accident or occupational disease, the employer or social insurance implementation agency must take responsibility for the funeral and remuneration as determined in the Law on Social Insurance. If a worker dies while assigned to another workplace by the employer, the cost of transferring his body or remains to his family shall also be borne by the employer. In cases where the employee loses a limb or organ due to accident or occupational disease, the employer or the social insurance implementation agency must take responsibility to pay remuneration as determined in the Law on Social Insurance (*Article 128*).

5.7 Reporting of Accidents

In the event that the worker suffers from a serious labor accident or occupational disease or dies, the **employer must report** to the nearest labor administration agency within forty-eight hours. If the employee is dead, the employer shall be responsible for funeral expenses as appropriate but not less than six months' salary or wages of the deceased (*Articles 55*).

5.8 Recording and Reporting of Workplace Accidents

The Employer will be committed for the Recording and Reporting of Workplace Accidents (*Article 125*), as follows:

- Whenever an accident occurs within a labor unit that causes the employees to take time off work for four or more days, the employer must record the cause of the accident in detail and report it to the Labor Administration Agency.

- Whenever a workplace accident or occupational disease causes injury to an employee, major injury or death, the employer must report the incident to the Labor Administration Agency within 3 days.

5.9 Records of Safety and Health

The Employer will maintain safety and health records and make reports concerning safety, health and welfare of persons and damage available to the appropriate authorities.

6. RESPONSIBLE STAFF

6.1 Responsibilities of MAF and PMU

As the key project owner, MAF PMU, is responsible for the overall implementation of the LMP. Before the project implementation, MAF will establish a PMU and ensure that the PMU will carry out day-to-day project implementation and management and that all project workers are recruited and managed in accordance with this LMP, the Labor Law (1997), and other relevant laws and regulations. Specifically, PMU will:

- Ensure contractor(s) involved in office renovation is fully aware of, and are committed to implementing all requirements set forth in the project LMP;
- Ensure workers engaged by contractor is fully aware of all relevant requirements described this LMP, particularly requirements related to terms and working condition and complaint handling procedures applicable to project workers;
- Conduct regular monitoring to ensure service contractors are in compliance with this LMP, particularly to ensure their workers carry out the work safely and without risk to their health;
- Ensure PMU's service contractors, such as office rehabilitation contractor, service providers, consulting firms, establish a safe working environment, free of discrimination and SEA/SH risks, as well as provide appropriate PPE, especially for those conducting site inspections/supervision.
- PMU will identify the terms and conditions on which Village Facilitators will be engaged, including amount and method of payment, and times of work for Village Facilitators.
- PMU will meet with Village Facilitators and the community they serve to inform them of a) the job description of Village Facilitators and b) work related risks that are associated with their work and c) agree with Village Facilitators with regards to the terms on which such labor will be provided. The agreement with Village Facilitators and the village they serve which will be made in the form of meeting minutes which will be shared with Village Facilitators and the village authority.
- PMU will also specify the way in which community workers can raise grievances in relation to the project (See also Section 12 – Community Workers).

7. POLICIES AND PROCEDURES

PMU will incorporate all environmental and social requirements in the tender document and contract documents to ensure that potential bidders are aware of environmental and social performance requirements and are able to implement such requirements for the duration of the contract.

The contractor is required to ensure that all documentation related to their environmental and social performance, including activities related to the LMP, are available for inspection at any time by PMU. All workers will be trained and will be required to sign Individual Code of Conduct, including Manager, as applicable (See Annex 5.2).

Occupational Health and Safety (OHS)

To ensure the safety of workers traveling to remote sites, the OHS strategy will include specific measures, such as (1) requiring only professional drivers to operate project cars and requiring seatbelt use inside of them; (2) requiring drivers and passengers to wear helmets when operating project motorcycles, including private motorcycles when used for project-related tasks; (3) travel by motorcycle for project-related purposes shall be during daytime (4) refrain from driving when under the influence of alcohol or any drugs, (5) measures to monitor, anticipate and avoid potential security risks while travelling, including liaison with local police and authorities and encouraging project workers to share any concerns they may have.

Project workers in remote areas will receive health and safety training, which will cover topics like preventing infections through contaminated food and/or water and/or through vector-borne diseases as well as avoiding snakebites and insect stings. Site-specific risks will be assessed and if needed a plan for identification of emergency health facilities and emergency evacuation will be developed and implemented. If required, stocks of snakebite anti-venom will be maintained on hand at project sites.

UXO risks will be screened for all sites with the assistance of National Regulatory Authority for UXO and appropriate risk mitigation measures adopted.

The Health and Safety specifications will include the following provisions:

- Ensuring that health and safety standards at work places are completely compliant with applicable national laws, including (1) providing all employees with basic safety awareness training as a precondition for presence at a construction site; (2) All drivers of vehicles must possess the necessary licenses, and all operators of construction equipment must receive training, including in safety procedures; (3) Safe management of the areas around operating equipment (e.g. turning circle of excavators), including stationing flagmen where necessary; (4) all workers on construction sites to be equipped with helmets, safety boots and protective gloves; (5) secure scaffolding and fixed ladders to be provided for work above ground level; (6) First aid equipment and facilities to be provided in accordance with the Labor Law; (8) at least one supervisory staff member is trained in safety procedures and to be present at all times when construction work is in progress; and (9) adequate provision of hygiene facilities, resting areas, among other things.
- Ensuring workplaces are safe from COVID-19 and are in compliance with the Prime Minister's Office issued Notification No. 1414/PMO to continue implementing measures to prevent and control the spread of COVID-19 in Laos from the date of issuance to January 31, 2021.
- All workplace health and safety incident will be accurately documented in a register that is shared with the supervising engineer. The register should contain the following information: (1) the incident's date, time, and location; (2) its nature; (3) type of injury, and other relevant impacts, including the number of affected workers and others; and (4) the actions that have been taken (first aid, evacuation etc.).
- All workers will be covered by insurance against occupational hazards. All unskilled workers that are hired locally will have prior written contract agreement that inform them of the potential OHS risks, mitigation measures, including coverage of all medical costs in case accident happen to unskilled workers engaged locally.

- All work sites have health and safety plans, including identification of potential hazards and actions to be taken in case of emergency, locations prone to accidents, and emergency facilities.
- On-site accommodation must be safe and hygienic. Adequate supply of potable water, washing facilities, sanitation, accommodation, and cooking facilities will be provided. Together with the construction supervision consultant, the location and design of the site camps will be decided, and a pertinent risk assessment will be conducted (See also Annexes in project's ESMF).
- Workers residing at site accommodation will receive training on prevention of infections from contaminated food and/or water, vector-borne and sexually transmitted diseases.
- Where PMU hire workers who are local community members, ensure disadvantaged and vulnerable community members have equal access to such work opportunities and are considered/ prioritized. Where large numbers of community members are employed, childcare facilities should be provided.
- Employment of people under 18 years of age is prohibited under the project.
- Under no circumstances will PMU engage child labor and forced labor.
- Construction materials manufactured in Lao shall be procured from suppliers who are able to certify that no forced labor (including debt bondage labor) or child labor (except as permitted by the Labor Law) were involved in the production of the materials.
- All employees must be aware of their rights under the Labor Law;
- All employees will be informed of their ability and rights to file a grievance using the project's GRM for project workers (Section 10.3).

8. AGE OF EMPLOYMENT

The minimum age for employment under the RRPM II project is 18 years of age. Prior to the engagement of labor, workers will be required to provide their identification card or birth certificate for age verification before commencing project related works. In the absence of these official documents, alternative methods could be used to support the age verification, such as a testimony/affidavit from village level where the potential employee was born, or currently live. Contractors will check all supporting documents for age verification for its validity. A copy of the document used for age verification will be kept on the Contractor's record.

If an Employer's worker is found to be under 18 years of age, the Employer is required to stop the work of the worker involved and check the supporting document about the worker. If a worker is under 18 is found, PMU must explain to the workers and ask the worker to stop their work immediately. PMU will then agree with the worker on how compensation for the time the worker have spent are paid, including payment of any unpaid overtime work, other benefits, leave balance, and so forth. The contract should be ceased immediately on the day age verification is completed.

9. TERMS AND CONDITIONS

All terms and conditions outlined in the World Bank's ESS2 (paragraphs 10 to 15) will be adopted and applied to contracted workers. In addition,

- In line with national law, the maximum working hours are limited to 8 hours per day, 6 days per

week.

- Employers shall guarantee that the workers receive at least one day of rest per week. Employers shall also make arrangements for the employees to take vacation according to laws, and any other legal holidays prescribed by the laws and regulations.
- Employment opportunities will be available to all, including equal pay regardless of workers' gender, ethnicity, and employment status.
- The wages to be paid to workers shall not be lower than the local minimum wage as required under the Labor Law.
- Relevant provisions in the Labor Law for female workers must be observed, including maternity leave for female workers, where applicable.
- Workers are required be tested periodically for COVID-19 (per updated local regulations at project location. Worker(s) tested positive will be isolated and transferred to designated Health Care Facilities for medical treatment.
- Suspected workers will be isolated for close medical monitoring and reported to local health services/authorities for guidance/action to prevent spreading.
- Workers who are affected by COVID-19 and are unable to work will be paid in accordance with the current national regulations.

The labor contract shall be provided to workers in writing and shall have the following provisions:

- Work content (e.g. nature and scope of work);
- Working condition (duration of contract; hours of work, overtime work, place of work, annual leave, sick leave, labor protection measures, etc.);
- Remuneration payable (basic wage, bonus, and others);
- Conditions for termination of the employment contract;
- Responsibilities of parties when breaching employment contract;
- Staff regulations and rules, including Individual Code of Conduct on SEA/SH/VAC, etc.;
- Disciplinary measures for the violation of Individual Code of Conduct and misconduct;
- Grievance Redress Procedures (Section 10.3 of this document) related Labor and Working Conditions, and SEA/SH.

10. GRIEVANCE MECHANISM

10.1 Objective

The objective of the project's GRM is to provide affected parties/persons with redress procedures that they can conveniently use to raise a project related concern, or grievance. The GRM specifies how a project related complaint can be made, including forms and channels through which a complaint can be lodged. To facilitate the grievance resolution process, grievances received will be acknowledged in writing and solved within a specified timeframe. During the resolution process, where necessary, dialogue will be held between PMU and complainants for effective resolution. Once a complaint is resolved, complainant will be notified of the resolution results. The GRM has sequential steps that complainant can use. If the

complainant is not satisfactory with the grievance resolution result, or if their complaint is not resolved within a timeframe specified for a particular step, complainant can move on to the next step in the GRM hierarchy. The project has an appeal process that complainant can resort to if they are not satisfied with a resolution decision at a particular step, or their complaints are not resolved within a specified timeframe.

10.2 Principles of Project GRM

Under this project, the following principles are applied:

- **Channels.** Different channels are established to enable affected person to submit their grievances such as submission through village committee, PMU, as well as district and provincial levels.
- **Forms.** Grievances can be submitted in written and verbally, and either directly by the complaint, or by person delegated by the complainant. Anonymous complaint is accepted.
- **Complainant can delegate a representative to act on their behalf.** Person lodging a grievance can ask assistance from their family or other individual that they trust to transcribe their complaint, and act as their representative to submit their complaint.
- **Disclosure.** GRM procedures are disclosed in public domain (e.g. **websites of PMU**, at public notice board located at **village hall**). GRM procedure will be explained to people attending consultation meetings.
- **Documentation.** A grievance logbook will be maintained at village hall, and at PMU level (through PMU GRM focal point) for regular update.
- **Transparency.** The GRM provides information on steps, expected timeframe for steps, how affected person is notified, decision made, and so forth.
- **Acknowledgement.** Submitted complaint will be acknowledged. The unit in charge of complaint resolution will notify complainant upon complaint receipt and will initiate the complaint resolution process.
- **Appeal.** If the agency in charge does not resolve a grievance in a manner that is satisfactory to the affected person, a multistakeholder committee will be established (ad-hoc) to resolve the dismissed grievance – as an alternative for affected person going to court. If the grievance could not be resolved satisfactorily by the multistakeholder committee, the affected person may resort to the court of law.
- **Monitoring.** All grievances received are recorded by PMU and relevant Village Committee, and are processed/resolved in a given timeframe, and are monitored by PMU GRM focal point.
- **Time-limit.** Time-limit for grievance resolution is specified for each step. However, any grievance that are related to urgent health and safety issues shall be resolved immediately.
- **Complainants bear no costs associated with the entire complaint resolution process.** Costs incurred as a result of grievance resolution will be borne by the project. However, if complaints bring their case to court as they wish, they will bear the costs associated with their lawsuit.

10.3 Redress Procedures

10.3.1 Redress Procedure for Complaints related to labor and working conditions (for Direct and Contracted Workers)

Project workers can lodge their grievance/complaint as follows:

- **Step 1 – Employer Level.** Complainant can submit their grievance to their Employer who serves as the first focal point for receiving and resolving grievance. Grievance can be lodged verbally or in writing, in person or by phone, text message, mail or email (anonymous complaint is accepted). The Employer involved will resolve the case no later than 15 days. Once resolved and the AP is satisfactory, the Employer will report the case, including resolution process and results, to the PMU for information and record. If the AP is not satisfied with the resolution of their Employer, the Employer will refer the AP to the GRM focal point of PMU, and PMU Management if needed, and inform the AP of this referral. It is noted that if a complaint is concerned of the safety and health of one or several individuals, such complaint shall be resolved as soon as possible – depending on the nature and urgency of the grievance.
- **Step 2 – PMU level.** PMU will resolve the complaint referred by the Employer and acknowledge the receipt of the AP's complaints within 10 days from the date of complaint receipt. If the GRM of PMU cannot resolve the complaint, the GRM focal point of PMU will consult with the Project Manager for resolution. The GRM focal point of PMU will inform the AP of the PMU's resolution result in writing within 30 days from the date of complaint receipt. If the AP is not satisfied with the resolution outcome proposed by PMU, PMU will refer the case to the PMU for resolving and inform the AP of this referral in writing.
- **Step 3 – Court of Law.** If the AP is not satisfied with the resolution proposed above, the AP can initiate a lawsuit to the court of law at any step. The cost associated to the lawsuit shall be borne by the AP. The decision of the Court will be final.

10.3.2 Redress Procedure for Complaints related to SEA/SH

Under this Project, GRM for SH/SEA is mainly used to: (i) refer the aggrieved person to local Gender-Based Violence service provider; and (ii) record resolution result of the aggrieved person. Under the project, the following principles is applied to a) recognize victim as principal decision makers in their own care, and b) treat them with agency, dignity and respect for their needs and wishes.

- Multiple channels are in place for easy access and lodging complaints.
- SH/SEA victim will be referred to local SEA/SH service provider for immediate support if they make a complaint directly to PMU.
- Confidentiality of victims are protected. The GMF Focal Point of PMU will keep SH/SEA allegation report confidential.
- No identifiable information on the victim shall be collected and stored in Project's Grievance Logbook.
- Costs of operating the SH/SEA GRM will be financed by the Project.

Channels for lodging SH/SEA complaints:

- Channel 1 – AP can submit a complaint, verbally or in writing, to Village Mediation Committee
- Channel 2 – Alternatively, AP can lodge their complaint, verbally or in writing, to the GRM Focal Point of PMU.
- Channel 3 – AP can submit a complaint to Women Union, if relevant.

All SH/SEA related grievance will be addressed directly by the Lao Women Union (LWU) who will be engaged by PMU to assist in addressing potential grievances on SEA/SH.

The Project and organizations resolving PAP complaint and appeal process will not charge any fees. Any expenses incurred due to submission of complaints and/or appeals and phone calls should be classified as unexpected expenses and covered by the Project.

11. CONTRACTOR MANAGEMENT

11.1 Contractor Selection

In this LMP, the term “Contractor” refers to entities who will be engaged by PMU for 1) office renovation, 2) CCT payment service. Although selection of contractors will be based on contractors’ capacity and experience vis-a-vis work requirements, PMU will consider whether potential contractors have relevant experience and capacity to address effectively E&S risks related to Traffic and Road Safety and SEA/SH, and understand and interact with village authorities and ethnic people in a manner that is culturally appropriate.

11.2 Contractor Performance

11.2.1 For construction contractors

Before construction and during construction, PMU will:

- Monitor, keep records and report on Contractor’s observation of terms and conditions related to labor management – as described in this LMP.
- Keep records of labor conditions and workers engaged under the Project, including contracts, registry of induction of workers including Code of Conduct, hours worked, remuneration and deductions, and so forth.
- Record safety incidents, first aid cases, remedial and preventive activities required.
- Report evidence that no child labor is involved.
- Training/induction dates, number of trainees, and topics.
- Details of any worker grievances including occurrence date, grievance, and date submitted; actions taken and dates; resolution (if any) and date; and follow-up yet to be taken. Grievances listed should include those received since the preceding report and those that were unresolved at the time of that report.
- Required Contractor Sign, as applicable, the Worker’s Code of Conduct (See ESMF – Annex 5B-ESCAP).

11.2.1 For consulting services and CCT payment service performed by a third party

- PMU will inform representatives of consulting services and CCT payment service (herein referred to as “service providers”) of potential labor related risks.
- As part of the Work Contracts, all service providers will be required to:
 - Peruse and sign a commitment in which they will inform all of the workers (that may be engaged for project works) of risks identified in this LMP;
 - Require all workers who are required to visit and work in project sites to peruse and sign the Workers’ Code of Conduct;
 - Ensure all workers who travel for project works take necessary measures to ensure they are safe, e.g. workers who visit village to deliver CCT payment has to wear helmet, aware of areas that are prone to flash flood or road sections that are dangerous;
 - Be aware of the cultural difference and take necessary measures to ensure their communication behaviors with ethnic people are standardized and culturally appropriate.

This includes avoiding taboos and prohibitions attached to specific ethnic groups, respecting sacred sites, refraining from consuming wildlife products and avoid trading of wildlife products and other Non-Timber Forest Products (NTFPs).

12. COMMUNITY WORKERS

12.1 Definition

Under this project, community workers are expected to be involved to support Project Component 2 (Support to the Helping Hand Conditional Cash Transfer (CCT) program). The community workers to be engaged are known as “Village Facilitators”. It is estimated that 2,758 persons will be engaged as community workers and will work to support mainly project’s nutrition activities on a voluntary basis.. It is estimated 2-3 Village Facilitators will be recruited/engaged at each project village.

12.2 Nature and scope of work

In each project village, Community Workers will facilitate implementation of different project activities, particularly activities involve training and demonstration for nutrition for the project target groups such as mothers and children under two years of age. In doing these above works, CW will need to travel frequently from their home to meeting places, training venues, visiting sites, doing consultation and survey, etc., mostly within their villages, to fulfill their responsibilities as CWs. Responsibilities of CW and their roles are described briefly below:

- Implement and supervise monthly SBCC session
- Prepare monthly report and submit to village Health Facilities
- Attend training on SBCC implementation message and methods

12.3 Risks and impacts to CW

Community workers are mostly female. They are expected to perform not only the role and responsibilities in their own family, but also outside their family – in the role of community worker under the project (as above). As such, they are exposed to all social risks (as identified in Section 3.2 of this document).

Key risks that community workers are exposed to are summarized below:

- Traffic and road accidents (while traveling for project purpose).
- Risk of SEA/SH (when spending more time outside their family and interact with other community members and project workers).
- Other safety risks (while visiting beneficiary households at their home, doing consultation, survey, and other relevant works as project requires ...)
- Risk of discrimination (from male community member and the elderlies...)

12.4 Terms and Conditions

The following terms and conditions will be discussed with all community workers, and with new community workers who may be identified and engaged additionally in new project villages. If new community workers are engaged by the project (based on their roles and responsibility), the requirements in this Section (Section 12) apply. Since labor provided by community workers will be on a voluntary basis – as an outcome of community agreement for the project purpose, the following terms and condition will

be applied to community workers.

Requirements for selection of CWs:

- The minimum working age of community workers will be 18 years.
- Female members are encouraged/preferred.
- Community workers will serve on a voluntary basis.
- Recruitment procedures will be transparent, public, and non-discriminatory with respect to ethnicity, religion, sex, disability, and beliefs.

Terms and Conditions

These terms and condition must be discussed with potential CW to obtain their agreement before they are engaged by village authorities to work as CW in their village.

- Occupational Health and Safety described in this LMP (Section 5) will apply to community workers.
- The community members understand that they can revoke freely their given consent as to serving as community workers as they wish at any time during project cycle.
- All Community Workers will be trained to a) be aware of all occupational health and safety risks that may be associated with their work, b) know to avoid/minimize such risks, c) handle such risks if happened;
- Community workers have access to project's GRM (as described in Section 6.4 of the project's Stakeholder Engagement Plan).
- Community workers have access to project's GRM (as described in Section 6.4 of the project's Stakeholder Engagement Plan).
- The above se requirements will be updated into respective Project Operational Manual, and relevant guidance and manuals.

ANNEXES

Annex 1 – Worker's Code of Conducts

The Annex has two Worker's Code of Conduct (COC). The first is for ESHS and SEA/SH/VAC, and the second is for working with local Ethnic Communities.

1.1 Code of Conduct related to ESHS and SEA/SH/VAC

Instructions:

This Code of Conduct shall be perused and signed by all individual workers who enter direct work contract with a) PMU, and b) PMU's consulting firms and service providers (e.g. CCT Third-Party Payment Service Provider).

I, _____, acknowledge that adhering to environmental, social, health and safety (ESHS) standards, following the project's occupational health and safety (OHS) requirements, and prevention of Sexual Exploitation & Abuse (SEA)/Sexual Harassment (SH), are important.

I understand that that failure to follow ESHS and OHS requirement, or to partake in activities constituting SEA/ SH -- be it at the project site, the surrounding area of the project site, workers' camps, or the project communities, including community members and project workers, constitute acts of gross misconduct and are therefore grounds for sanctions, penalties, or potential termination of employment. Prosecution by the Police of those who commit SEA/SH may be proceeded as applicable under relevant Laws.

I agree that while working on the project, I will:

- Carry out my duties competently and diligently.
- Comply with this Worker's Code of Conduct and all applicable laws, regulations, and other requirements, including requirements to protect the health, safety and well-being of other project workers, and any other person and community members.
- Maintain a safe working environment including by:
 - Ensure that workplaces, machinery, equipment, and processes under each person's control are safe and without minimal risk to health and safety of those involved.
 - Use appropriate measures relating to chemical, physical and biological substances, and agents; and
 - Follow applicable emergency response procedures.
- Report works situations that I believe unsafe or unhealthy to either project workers and/or community and remove myself and inform those relevant to remove themselves from a work situation which I reasonably believe imminent and dangerous to safety, life, and health of those involved.
- Consent, if required, to a background check in any place I have worked for more than six months.
- Attend and actively partake in training courses related to ESHS, OHS, SEA/SH and VAC, as requested by my employer.

- Always wear my personal protective equipment (PPE), as required while at work or engaged in project related activities.
- Abide by a zero-tolerance policy as to SEA/SH/VAC and alcohol consumption during work activities, and refrain from use of narcotics or other substances which can impair worker's expected working ability and judgement.
- Respect women, children (persons under 18 years of age), and the elderly regardless of their ethnic background, language, religion, personal opinions, disability, and/or other socioeconomic status.
- Shall not use language or behavior that are inappropriate to community members and project workers, particularly women, children, and the elderly,
- Shall not commit any sexual abuse and or exploit, and/or sexual harassment of any kinds to community members in the project area and any project workers.
- Shall not engage in sexual harassment of project personnel and staff — for instance, making unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature (looking somebody up and down; kissing, howling or smacking sounds; hanging around somebody; whistling and catcalls; in some instances, giving personal gifts.
- Shall not engage in offering any work-related favors such as making promises of favorable treatment (i.e. promotion), or make threats of unfavorable treatment (i.e. loss of job), or make payments in kind or in cash depending on sexual acts — or other forms of humiliating, degrading or exploitative behavior.
- Shall not engage in using prostitution service -- in any form and at any time during project implementation.
- Shall not participate in sexual contact or activity with children under 18 years of age —including grooming or contact through digital media. Mistaken belief regarding the age of a child is not a defense. Consent from the child is also not considered a defense or excuse.
- Consider reporting through the project's GRM, or to my manager, any suspected or actual SEA/SH deed by a fellow worker, whether employed by my company or not, or any breaches of this Code of Conduct.
- Complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation & Abuse, Sexual Harassment, and Violence Against Children (VAC).
- Report violations of this Code of Conduct; and

With respect to children under the age of 18:

- Bring to the attention of my manager the presence of any children on the construction site or engaged in hazardous activities.
- Wherever possible, ensure that another adult is present when working in proximity to children.
- Shall not invite unaccompanied children unrelated to my family into my home unless they are at immediate risk of injury or in physical danger.
- Not use any computers, mobile phones, video, and digital cameras or any other medium to exploit or harass children or to access child pornography (see also "Use of children's images for work related purposes" below).

- Avoid, in all circumstances, any verbal and/or physical punishment or discipline of children.
- No hiring of children (under 18) in any project activity.
- Comply with all relevant local regulations, including labor law in relation to child labor and forced labor.
- Take appropriate caution when photographing or filming children (see also section below). Photos or films of children should generally not be taken under the project, except for instances showing the benefits or impacts of road works, such as impacts to schools or school safety trainings.

Use of children's images for work related purposes

When photographing or filming a child for work related purposes, I must:

- Before photographing or filming a child, assess and endeavor to comply with local traditions or restrictions for reproducing personal images.
- Before photographing or filming a child, obtain informed consent from the child and a parent or guardian of the child. As part of this, I must explain how the photograph or film will be used.
- Ensure photographs, films, videos present children in a dignified and respectful manner and not in a manner that is vulnerable or submissive. Children should be adequately dressed up and not in poses that could be seen as sexually suggestive.
- Ensure images are honest representations of the context and the facts.
- Ensure file labels do not reveal identifying information about a child when sending images electronically.

Raising Concerns

If any person observes behavior that I believe may represent a violation of this Code of Conduct, or that otherwise concerns me, I will raise the issue promptly. This can be done in either of the following ways:

1. Contact [enter name of the Employer's Social Focal Point] to handle these incidences.
2. Call Employer's telephone (See contact detail at Section 5 of project's Stakeholder Engagement Plan).

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. PMU will take all reports of possible misconduct seriously, and will investigate and take appropriate action. In case of SEA/SH, PMU will provide referral to local service provider who will provide support to SEA/SH victims (See also Section 6.4 of project's Stakeholder Engagement Plan).

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

Sanctions

I understand that if I breach this Workers' Code of Conduct, my employer will take disciplinary action which could include:

- Informal warning.
- Formal warning.

- Additional Training.
- Termination of employment.
- Report to the Police if warranted.

I understand that it is my responsibility to:

Ensure that the Environmental, Social, Health and Safety requirements are met.

Adhere to the Occupational Health and Safety Management Plan

Avoid actions or behaviors that could be construed as SEA/SH/VAC. Any such actions will be a breach this Workers' Code of Conduct.

I hereby acknowledge that I have perused the foregoing part of this Workers' Code of Conduct, agree to comply fully with the requirements contained therein and understand my roles and responsibilities to prevent and respond to ESHS, OHS, SEA/SH/VAC issues. I understand that any actions that are inconsistent with this Workers' Code of Conduct, or failure to act as mandated by this Workers' Code of Conduct may result in disciplinary action and may affect my ongoing employment.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

1.2 Code of Conduct for Working with Local Ethnic Communities

This Code of Conduct is grounded on the Objectives of the WB's ESS7, which are:

- To ensure that the development process fosters full respect for the human rights, dignity, aspirations, identity, culture, and natural resource-based livelihoods of Indigenous Peoples.
- To avoid adverse impacts of projects on Indigenous Peoples, or when avoidance is not possible, to minimize, mitigate and/or compensate for such impacts.
- To promote sustainable development benefits and opportunities for Indigenous Peoples in a manner that is accessible, culturally appropriate and inclusive.
- To improve project design and promote local support by establishing and maintaining an ongoing relationship based on meaningful consultation with the Indigenous
- To recognize, respect and preserve the culture, knowledge, and practices of Indigenous Peoples, and to provide them with an opportunity to adapt to changing conditions in a manner and in a timeframe acceptable to them.

Annex 2 – Guidance for Establishing Project Grievance Logbook

A Project Grievance Logbook (PGL) will be established by each project Village Authority and used and maintained by directly by Village Development Committee/Village Mediation Committee. A Similar PGL is established at district level (District Health Office) that consolidate grievance records submitted by VDC/VMC) for consolidated by Provincial Coordinator and report to PMU at Central level. The PGL summarizes concerns/complaints received as a list, along with key statistics on the number of complaints, time spent for each complaint from receipt to final resolution. Each grievance should be assigned with a unique number. A good practice is to assign the case by the date of receipt, such 2023-01, 2023-02 etc.). Supporting documents associated to each grievance should be documented electronically or in hard copy for convenient retrieval when needed. These supporting documents may include letter, email, record of conversation, etc.

The sample table below can be used. The table should include:

- Name and contact details of complainants.
- Details of the nature of the grievance.
- Date received,
- How it was submitted, acknowledged, resolved, and closed.

Grievances can be submitted anonymously, or the complainant can also request their name be kept confidential.

Project Grievance Logbook (PGL)								
Name of Complainant (or anonymous)	Sex (M/F)	Contact info	Date Received	Details of the nature of the grievance (environmental impacts, social impacts, labor, health, etc.)	To whom was grievance submitted	Actions to resolve grievance	Date grievance was settled (and what stage)	How was the response provided?

Annex 3 – Suggestive Outline for Meeting Minutes between Village Authority and Community Workers (used in connection with Section 12 of this LMP)

Minutes of Meeting

Province	
District	
Village	
Number of Participants	
Of which	Number of Female Participants: _____ Number of Male Participants: _____
Ethnic groups	
Date of Meeting	

A. PURPOSE OF MEETING

1. PROJECT BACKGROUND

- 1.1 Project purpose
- 1.2 Project expected outcome:
- 1.3 Project beneficiaries:
- 1.4 Project activities:

2. ENVIRONMENTAL AND SOCIAL RISKS AND IMPACTS AT VILLAGE LEVEL

- 3.1 Social risks and impacts
- 3.2 Environmental, Health and Safety risks and impacts:

3. MITIGATION MEASURES

4. GRIEVANCE REDRESS MECHANISM

5. STAKEHOLDER ENGAGEMENT AND INFORMATION DISCLOSURE

B. FEEDBACK FROM PARTICIPANTS

NOTE: Please summarize below:

- Key points and details that have been discussed:
- Key points and details that have been agreed:

- Please explain how such agreement was reached:
- Please list the key groups of beneficiaries that the community workers will serve:

Annex 4 – Reportable Incidents

The following incident types are to be reported using the environmental and social incident response process.

Fatality: Death of a person(s) that occurs within one year of an accident/incident, including from occupational disease/illness (e.g., from exposure to chemicals/toxins).

Lost Time Injury: Injury or occupational disease/illness (e.g., from exposure to chemicals/toxins) that results in a worker requiring 3 or more days off work, or an injury or release of substance (e.g., chemicals/toxins) that results in a member of the community needing medical treatment.

Acts of Violence/Protest: Any intentional use of physical force, threatened or actual, against oneself, another person, or against a group or community, that either results in or has a high likelihood of resulting in injury, death, psychological harm, deprivation to workers or project beneficiaries, or negatively affects the safe operation of a project worksite.

Disease Outbreaks: The occurrence of a disease in excess of normal expectancy of number of cases. Disease may be communicable or may be the result of unknown etiology.

Child Labor: An incident of child labor occurs: (i) when a child under the age of 14 (or a higher age for employment specified by national law) is employed or engaged in connection with a project, and/or (ii) when a child over the minimum age specified in (i) and under the age of 18 is employed or engaged in connection with a project in a manner that is likely to be hazardous or interfere with the child's education or be harmful to the child's health or physical, mental, spiritual, moral or social development.

Forced Labor: An incident of forced labor occurs when any work or service not voluntarily performed is exacted from an individual under threat of force or penalty in connection with a project, including any kind of involuntary or compulsory labor, such as indentured labor, bonded labor, or similar labor-contracting arrangements. This also includes incidents when trafficked persons are employed in connection with a project.

Environmental pollution incident: Exceedances of emission standards to land, water, or air (e.g., from chemicals/toxins) that have persisted for more than 24hrs or have resulted in harm to the environment.

Discrimination based on SOGI: Discrimination means creating a distinction, exclusion, or restriction which has the purpose or effect of impairing or excluding a person based on their real or perceived sexual orientation, gender identity, gender expression, or sex characteristics from being on an equal basis with others.

Sexual Exploitation: Any actual or attempted abuse of position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially, or politically from the sexual exploitation of another. In Bank financed operations/projects, sexual exploitation occurs when access to or benefit from a Bank financed Goods, Works, Non-consulting Services or Consulting Services is used to extract sexual gain.

Sexual Abuse: Actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. In Bank financed operations/projects, sexual abuse occurs when a project related worker (contractor staff, subcontractor staff, supervising engineer) uses force or unequal power vis a vis a community member or colleague to perpetrate or threat to perpetrate an unwanted sexual act.

Sexual Harassment: Any unwelcome sexual advance, request for sexual favor, verbal or physical conduct

or gesture of a sexual nature, or any other behavior of a sexual nature that might reasonably be expected or be perceived to cause offence or humiliation to another, when such conduct interferes with work, is made a condition of employment, or creates an intimidating, hostile or offensive work environment. In Bank financed operations/projects, sexual harassment occurs within the context of a subcontractor or contractor and relates to employees of the company experiencing unwelcome sexual advances or requests for sexual favor or acts of a sexual nature that are offensive and humiliating among the same company's employees.

Other: Any other incident or accident that may have a significant adverse effect on the environment, the affected communities, the public, or the workers, irrespective of whether harm had occurred on that occasion. Any repeated non-compliance or recurrent minor incidents which suggest systematic failures that PMU deems needing the attention of the WB.

For environmental and social incidents

4.A. Form to be completed by PMU within 24 hours

B1: Incident Details			
Date of Incident:	Time:	Date Reported to PIU:	Date Reported to WB:
Reported to PIU by:	Reported to WB by:	Notification Type: Email/'phone call/media notice/other	
Full Name of Main Contractor:		Full Name of Subcontractor:	

B2: Type of incident (please check all that apply) ¹
Fatality <input type="checkbox"/> Lost Time Injury <input type="checkbox"/> Displacement Without Due Process <input type="checkbox"/> Child Labor <input type="checkbox"/> Acts of Violence/Protest <input type="checkbox"/> Disease Outbreaks <input type="checkbox"/> Forced Labor <input type="checkbox"/> Unexpected impacts on heritage resources <input type="checkbox"/> Unexpected impacts on biodiversity resources <input type="checkbox"/> Environmental pollution incident <input type="checkbox"/> Dam failure <input type="checkbox"/> Other <input type="checkbox"/>

B3: Description/Narrative of Incident

For example:

- I. What is the incident?
- II. What were the conditions or circumstances under which the incident occurred (if known)?
- III. Are the basic facts of the incident clear and uncontested, or are there conflicting versions? What are those versions?
- IV. Is the incident still ongoing or is it contained?
- V. Have any relevant authorities been informed?

B4: Actions taken to contain the incident

Short Description of Action	Responsible Party	Expected Date	Status

For incidents involving a contractor:

Have the works been suspended under Contract GCC8.9? Yes ☐; No ☐;

Name of Contractor:

B5: What support has been provided to affected people

4.B. Form to be completed by PMU (following investigation)

C3a: Fatality/Lost time Injury information

Cause of fatality/injury for worker or member of the public (please check all that apply):

1. Caught in or between objects ☐ 2. Struck by falling objects ☐ 3. Stepping on, striking against, or struck by objects ☐

4. Drowning ☐ 5. Chemical, biochemical, material exposure ☐ 6. Falls, trips, slips ☐ 7. Fire & explosion ☐

8. Electrocution ☐ 9. Homicide ☐ 10. Medical Issue ☐ 11. Suicide ☐ 12. Others ☐

Vehicle Traffic: 13. Project Vehicle Work Travel ☐ 14. Non-project Vehicle Work Travel ☐ 15. Project Vehicle Commuting ☐

16. Non-project Vehicle Commuting ☐ 17. Vehicle Traffic Accident (Members of Public Only) ☐

Name	Age/DOB	Date of Death/Injury	Gender	Nationality	Cause of Fatality/Injury	Worker (Employer)/Public

		y			y	

C3b: Financial Support/Compensation Types (To be fully described in Corrective Action Plan template)

1. Contractor Direct ☐ 2. Contractor Insurance ☐ 3. Workman's Compensation/National Insurance ☐
4. Court Determined Judicial Process ☐ 5. Other ☐ 6. No Compensation Required ☐

Name	Compensation Type	Amount (US\$)	Responsible Party

C4: Supplementary Narrative

For SEA/SH Incident

4.C. Incident Form for SEA/SH (to be completed by PMU within 24 hours)

B1: Incident Details		
Date of incident intake by the project/GM:	Date Reported to PIU:	Date Reported to WBG:
Reported to project/GM by: <input type="checkbox"/> Survivor <input type="checkbox"/> Third party <input type="checkbox"/> Other: Is a record of this incident in GM? Yes <input type="checkbox"/> No <input type="checkbox"/>	Reported to PIU by: <input type="checkbox"/> GM operator <input type="checkbox"/> Directly, by Survivor <input type="checkbox"/> Directly, by third party <input type="checkbox"/> Other: _____	Reported to WBG by: <input type="checkbox"/> PIU <input type="checkbox"/> Directly, by Survivor <input type="checkbox"/> Directly, by third party <input type="checkbox"/> Other: _____

B2: Incident type (please check all that apply) See Appendix 1 for definitions	
Sexual exploitation <input type="checkbox"/> Sexual abuse <input type="checkbox"/> Sexual harassment <input type="checkbox"/>	
B3: Provide the following details from the GM record	
Age of survivor (if recorded in GM):	Have the national legislation or mandatory reporting requirements been followed? Yes <input type="checkbox"/> No <input type="checkbox"/>
Sex of survivor (if recorded in GM): Male <input type="checkbox"/> Female <input type="checkbox"/> Other <input type="checkbox"/>	Was the survivor referred to service provision? ²⁹ Yes <input type="checkbox"/> No <input type="checkbox"/>
Is the survivor employed by the project (as indicated by the survivor or complainant and reported in the GM)? Yes <input type="checkbox"/> No <input type="checkbox"/>	Is the alleged perpetrator employed by the project (as indicated by the survivor or complainant and reported in the GM)? Yes <input type="checkbox"/> No <input type="checkbox"/>
B4: Basis for further action	
a. Has the complainant provided informed consent to lodge a formal complaint? Yes <input type="checkbox"/> No <input type="checkbox"/>	c. Has the survivor provided informed consent to be part of an investigation into misconduct? Yes <input type="checkbox"/> No <input type="checkbox"/>
b. Does the employer have a suitable administrative process and capacity in place to investigate misconduct relating to SEA/SH in a survivor-centered way? Yes <input type="checkbox"/> No <input type="checkbox"/>	d. Has the complaint been filed anonymously or through a third party? Yes <input type="checkbox"/> No <input type="checkbox"/>
If the answer to any of these questions is no, has the GM assessed the risks and benefits of carrying out an investigation into the alleged misconduct, taking into account the survivor's safety and wellbeing? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Will an investigation into misconduct be undertaken in addition to an investigation into adequacy of project systems, processes or procedures? Yes <input type="checkbox"/> No <input type="checkbox"/>	

4.D. Incident Form for SEA/SH (to be completed by PMU following SEA/SH investigation)

C1: Findings of the investigation		
Have sanctions against a perpetrator been recommended as part of an investigation into misconduct? Yes <input type="checkbox"/> No <input type="checkbox"/>	Has an investigation into adequacy of project systems, processes or procedures been undertaken? Yes <input type="checkbox"/> No <input type="checkbox"/>	
C2: Corrective actions to be implemented (To be fully described in Corrective Action Plan)		
Short Description of Action (SEA/SH examples)	Responsible Party	Timeline for completion/Status
<i>Referral of Survivor to holistic care services</i>		
<i>Undertake disciplinary investigation in accordance with GM timelines and confirmed process</i>		
<i>Disciplinary actions, including sanctions, to be applied following misconduct investigation by Employer</i>		
<i>Increased training on Codes of Conduct (CoC)</i>		
<i>Audit of implementation of SEA/SH safety mitigation</i>		
<i>Strengthened awareness training on project-related risks, CoC and how to report incidents for project-affected community</i>		
<i>Training for project supervisors on the need to follow guidelines of behavior in CoC and their supervisory responsibilities</i>		
<i>Plan to improve coverage/quality of service provision</i>		
<i>Any other system strengthening measures or corrections for system failures that are necessary</i>		
C3: For incidents involving a Contractor:		
Has the incident been referred to the Dispute Avoidance and Adjudication Board (DAAB)? Yes <input type="checkbox"/> No <input type="checkbox"/>		