

Ethiopia

MINISTRY OF IRRIGATION AND LOWLANDS



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MINISTRY OF IRRIGATION AND LOWLANDS

LOWLANDS LIVELIHOOD RESILIENCE PROJECT, PHASE TWO (LLRP II)

P180076

# LABOR MANAGEMENT PROCEDURES (LMP)

December, 2023

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**List of Acronyms and Abbreviations**

CDD	Community Driven Development
C-ESMP	Contractor’s-Environmental and Social Management Plan
CoC	Code of Conduct
DA	Development Agent
EHSGs	Environmental Health and Safety Guidelines
ESIRT	Environmental and Social Incident Reporting Template
ESMP	Environmental and Social Management Plan
ESS	Environmental and Social Standards
F-GRC	Federal Grievance Redress Committee
FPCU	Federal Project Coordination Unit
GBV	Gender Based Violence
GM	Grievance Mechanism
GRC	Grievance Redress Committee
GRM	Grievance Redress Mechanism
ILO	International Labor Organization
K-GRC	Kebele Grievance Redress Committee
LLRP	Lowlands Livelihood Resilience Project
LMP	Labor Management Procedure
MoH	Ministry of Health
MILLS	Ministry of Irrigation and Lowlands
MoLS	Ministry of Labor and Skills
MoWSA	Ministry of Women and Social Affairs
NRM	Natural Resources Management
OHS	Occupational Health and Safety
PPE	Personal Protective Equipment
RCA	Root Cause Analysis
RCST	Rangeland Cluster Support Team
R-GRC	Regional Grievance Redress Committee
RPCU	Regional Project Coordination Unit
SCAP	Safeguard Corrective Action Plan
SE	Sexual Exploitation
SH	Sexual Harassment
WB	World Bank
W-GRC	Woreda Grievance Redress Committee
WoA	Woreda office of Agriculture
WoEP	Woreda office of Environmental Protection
WoJ	Woreda office of Justice
WoPD	Woreda office of Planning and Development
WPCU	Woreda Project Coordination Unit

## 1. OVERVIEW OF LABOR USE ON THE PROJECT

The LLRP II will have project workers who will be contributing to the implementation of the project through different forms of engagements depending on their role and professional qualification required at different levels of the project management and implementation. Generally, the LLRP II will maintain the existing staff from the LLRP phase I implementation and will additionally employ specialist experts for the newly added components and sub-component activities. The LLRP II will have project workers who are already directly hired or to be hired by the LLRP/MILLs, workers who will be employed by contractors for sub-project activities, workers who will be hired through primary suppliers of the LLRP and community workers who will be engaged through local administration, local community associations, women or user groups associations in the form of voluntary labor contribution. This Labor Management Procedures (LMP) applies to all project workers, irrespective of the types of engagements or contracts as being full-time, part-time, temporary or casual.

**Direct workers** – are employees of the MILLs/LLRP which include project coordinators, managers, sector specialists, safeguard specialists, technicians, Procurement and Finance officers and other supporting team members directly employed or engaged by the LLRP and project implementing agencies to specifically work for the LLRP. These include all workers who are already engaged in the project during the LLRP Phase I and currently working at the FPCU, RPCU, RCST and Woreda PCU. In the LLRP II, additional workers will be recruited for the new components (e.g., engineers, ICT experts, MIS experts, Marketing and Business experts and support workers) and for the newly added region in the LLRP II. Other workers such as supervisors or specialized skilled workers who will be employed on permanent or temporary basis by the PCUs and sector offices at project implementation sites will also be direct workers.

**Contract workers** – are workers who will be employed by contractors and sub-contractors to implement sub-project activities and other workers employed through third parties (e.g., agents or intermediaries) to perform work related to core functions of the LLRP. Contract workers will be engaged in construction works under Component 1 of the project (roads, storage facilities, small scale irrigation dams, clinics, laboratories, etc.), and specialized consultants to provide trainings, advisory services and specialized support to project implementing experts, specialists and managers at any part of the project implementation sites at any stage of implementation under components 1, 2 and 3.

**Community workers** – these workers who will provide community labor. The sub-projects may include the use of community labor in different circumstances, including where labor is provided by the community as a contribution to the sub-project activity (for instance during village access road, or any other construction), or where sub-project activities are designed and conducted for the purpose of fostering community-driven development (CDD). Most of the LLRP II activities are done through CDD approach and there will be engagement of community workers. Community labor/workers may be provided from local cooperatives members, irrigation water user associations, grievance redress committee members, women user-group members, youth association members, school communities, social institutions (e.g., *Idir*, *equb*) during planting campaigns, construction of physical soil conservation structures and during various national and international environmental events. Community members may also be involved in various committees providing voluntary services. In cases of community worker

engagement, the requirements of the ESS2 may not be applied. However, it is required that the implementing agency, the MILLS, has to make sure that:

- ✓ the work is done on a voluntary basis with the free and informed consent of the worker;
- ✓ the consent remains throughout the employment relationship period on mutual basis
- ✓ the community workers can withdraw or revoke the free consent at any time of engagement
- ✓ No voluntary offer of consent under threat or other circumstances of restriction
- ✓ No external constraint or indirect coercive measures have been carried out by authorities or the employers' practice

**Primary supply workers** – those workers who will supply inputs, materials or services to the LLRP II project, i.e., those suppliers who, on an ongoing basis, provide goods or materials or services directly to the LLRP II project that are essential for the core functions of sub-project activities. The suppliers will include suppliers of inputs such as seeds, seedlings, nursery materials including, equipment, field survey and inventory materials, camping equipment, planting materials, protective gears, medical equipment and drugs, etc... through procurement procedures who will be selected through a standard competitive bid process.

### 1.1. Labor requirement of LLRP II

The total number of labor requirements of the LLRP I project has been determined to be 662. However, the total currently employed staff are 622, the remaining being under recruitment and/or some are simply left vacant for valid reasons. At the FPCU, the required number of workers is 35, including project coordinator, senior officers (specialists), advisors, communication officer, officers, accountants and support staff (secretary and office assistants). The manpower requirement at the Regional Project Coordination Units (RPCUs) have been determined to be a total of 187 staff, which includes 7 regional project coordinators, 79 technical officers, 4 Technical advisors, 11 accountants, 13 assistant officers and the remaining 73 are supporting staff. At the Rangeland Cluster Support Team level (RCST), there are now 20 RCSTs in 7 regions and have a total of 140 staff in which 100 of them are core staff with different professional expertise background and the remaining 40 are supporting staff. The composition of the technical staff at each RCST include, Team Leader and M&E Specialist, Civil Engineer and/or Water and irrigation Specialist, Social Development and Safeguard officer, Livelihoods officer, Finance/Accountant, two supporting staff (secretary cashier and driver). At the Woreda coordination offices level, to ensure effective utilization of resources, implementation of planned activities, progress tracking and monitoring, there are a total of 300 staff in 100 of the implementing Woredas, with one project coordinator, financial officer (in the finance and economic development office) and procurement officer (in the planning and development office) in each Woreda.

The LLRP II has added one additional new region, the Dire Dawa City administration, which might require employment of an estimated additional 89 technical and support staff from the regional to the Woreda level coordination units. As a result, the expected total number of direct workers of the LLRP II project will be more than 750. From the existing manpower statistics at the different levels of coordination within the project structure, the proportion of female staff members stands approximately at 14 %. All project workers are recruited locally from the local labor markets and all employees are required to be above 18 years of age. The direct project workers for the newly added region are expected to be employed after commencement of the implementation of project activities in the region. In some of the implementing regions, there could possibly be international migrant labors, requiring to be employed in project activities, particularly in Gambella and Benishangul Gumuz regions. In such cases, international migrant

workers can compete for positions and can possibly be employed as direct workers. In such circumstances, it is important to consider special Occupational Health and Safety (OHS) provisions for migrant workers in order to address their specific needs and ensure their safety and well-being in project activities. Migrant workers may face unique challenges such as adapting to new training programs, lack of knowledge on OHS rights and systems, limited literacy, and language skills. By implementing special provisions, project managers can help mitigate these challenges and create a safe working environment for migrant workers.

The number of contracted workers, community workers and primary supplier workers for the LLRP II cannot be precisely determined at this stage since sub-project activities are not identified and not yet known where and when to be implemented. However, the sub-project activities involving construction works such as small-scale irrigation dams and structures, flood protection structures, rural access roads, clinics, health posts, marketing and storage structures, and other land restoration works will require employment of contract workers, supply workers and community workers. The number of such workers cannot be known until sub-project activities are implemented. The number will vary at different points of the project life, and might gradually increase towards the middle and end of project implementation. The engagement of such workers should be through a transparent process, with a valid contract that clearly states the rights and obligations of workers, period of engagement, specifying labor category and working locations/sites. Contract workers are directly engaged by the contractors, not through brokers or intermediaries. Migrant labor workers will likely be engaged in contractors' works where labor demands are high and where access to project activity sites is limited.

## **2. ASSESSMENT OF KEY POTENTIAL LABOR RISKS**

The direct project workers will be posted at the federal, regional, rangeland clusters and Woreda level project coordination units. The sub-project activities of the LLRP II are going to be implemented in selected Woredas where the pastoral and agro-pastoral communities are severely affected and/or will be affected by climate change impacts. The public economic investment works (water infrastructure, access roads, small-scale irrigation dams, flood protection structures, feed stores, cold storages, etc...) and rangeland management intervention activities, livelihood enhancement activities will be implemented in remote and challenging environments. In some cases, those areas are prone to conflicts and might likely expose workers to an unanticipated security risk. Besides, lowlands are often prone to Malaria and other vector-borne diseases and workers could be potentially exposed to such types of health risks. In general, due to the nature of sub-project activities, natural challenges and the geographic distance of implementation sites from urban centers and administrative centers, project workers will be required to travel long distances and may have to stay in project sites during different seasons of the year, and hence could be exposed to several types of risks during implementation and operation of project activities. For instance, Engineers, supervisor, M&E experts, specialists, and managers will frequently travel to monitor and evaluate project activities. Contract workers and supplier workers will have to reside in project sites during construction. Therefore, the following labor related risks are anticipated in the LLRP II project.

### **2.1. Risks associated with direct workers**

Direct workers of the LLRP II project may face potential labor related risks in connection with the process of hiring and employment (terms in conditions of contracts), discriminations, gender-based violence, child labor, hindrance to worker's organization and absence or ineffective grievance redress mechanisms. They may also exposure to health and safety risks, such as road safety, musculoskeletal health, use of work equipment, electricity and fire, exposure to dust, chemicals, hazardous and flammable materials, wastes in a combination of liquid, solid, or gaseous forms, and biological agents, physical hazards (manual

handling, work in heights), moving machinery, housekeeping, and use of green technologies (biogasifiers).

***Inadequacy in terms and conditions of employment:*** risks of exclusions or omissions of basic rights of workers related benefits, work hours, wages, compensations, etc... in employment contracts in violation of national labor law provisions; engaging workers without a valid contract agreement in place; un-clarity in the language of the contract; lack of awareness and understanding on the terms and conditions (rights and obligations); lack of awareness on the relevant labor laws and procedures;

***Discrimination and deprivation of equal opportunity:*** workers may face this risk during hiring and recruitment of employees and while at work. There might be discrimination of workers based on their identity, physical ability or disability, political affiliation, HIV/AIDS, religion, and gender; discrimination can also happen in relation to provision of compensations, benefits and other opportunities such as access to training, job assignment, promotions; application of disciplinary measures and penalties; termination of employment or retirement, working conditions and terms of employment; discriminations may arise due to favoritism, nepotism and corruption;

***Child labor and forced labor:*** though it is legally prohibited to formally employ a worker of underage, there might be cases of engaging underage persons as direct worker. In the Ethiopian civil servant proclamation, any person less than 18 years of age is not legally allowed to be employed. Testimonials or credentials from legally authorized body should be provided as proof of proper age in cases of doubtful or contentious age claims;

***Restrictions on worker's organization:*** employer may interfere and restrict workers from forming worker's organization or joining other similar organization for collective rights negotiations, to express grievances, to enable collective voicing on conditions of work, benefits, protection of rights, etc....

***Gender-Based Violence, Risks of sexual harassment and assault:*** women workers may face risks of sexual harassment and assault by employees, clients, work colleagues, visitors, during hiring and employment process, and/or while at work in office and/or outside of office during field works in project implementation areas;

***Absence of a mechanism to express grievances and to protect rights of workers:*** labor related grievance redress mechanism may not be in place at workplace and workers may not be aware of how and where to file complaints, violations of rights and incidences of harassments;

***Occupational health and safety:*** workers may face risk of contracting and/or transmitting COVID-19 at work place, and/or in places of potential exposure such as social gatherings, travel to and from work, public transportation, in offices, and field work sites; workers may also be exposed to the risk of HIV/AIDS infections due to contaminations at work places, during accidents, in medical facilities and/or due to law awareness on protection measures; risk of work related injuries and accidents; exposure to hazardous substances of chemical and biological nature (infectious contaminations) from health facilities;

***External security threats:*** project workers travel throughout the program implementation areas in the region and there might be risks of violent attacks, ambushes and robberies from irregular armed groups in remote hideouts and rural areas.

***Work related accidents:*** workers may be exposed to accidents related to means of travel (car, motorbike, bus) and field work in remote villages, rangelands, during construction and supervision, monitoring missions, and during routine facilitation and coordination activities of program

## 2.2. Risks associated with Contract workers

***Gender-Based Violence, Sexual Exploitation and Abuse, and Sexual harassment:*** contract workers from sub-project activity contractors may be exposed to this risk. Duet to the nature of the project activities, contract workers from third parties may be engaged in construction works in project implementation sites, where there is a chance that workers and beneficiary communities interact in isolations, in

businesses which might cause potential risks of Gender-Based Violence, Sexual Exploitation and Abuse, Sexual Harassment in the implementing sites.

**Non-compliance by the contracting entity:** in case of sub-project activities and outsourcing construction works, sub-project contractors will be required to show evidence as legitimate sources and reliable entities, present evidences of compliance to the ESS2, incorporate the requirements of the ESS2 into contractual agreements, adoption of code of conduct and inclusion of the same in contract particulars.

**Absence of access to or ineffective grievance mechanisms during engagement:** workers from sub-contractors may not have appropriate access to grievance mechanisms and may not be able file complaints. The sub-contractor will be required to provide grievance mechanisms for such workers and/or they will be provided access to existing grievance mechanisms.

**Community Health and Safety:** Contracted workers from sub-project contractors or third parties may live in project implementation sites. There could be a possibility of contract workers to be exposed to and/or expose others to a risk of transmission of communicable diseases such as Sexually Transmitted Diseases (STDs), HIV/AIDS, and COVID-19 in the sub-project activity implementation areas. They may also pose a security risk to local communities, overcrowding of services, risks of violence and vandalism.

**Work related accidents:** contract workers may be exposed to accidents related to road travel to workplaces using field trucks, public transport facilities, machineries, to and from construction sites in the remote villages, irrigation sites, for supervision, material supply, etc....;

### 2.3. Risks associated with primary suppliers' workers

**Child labor and forced labor:** supply workers may face such risks. The Ethiopian Labor Law prohibits children under the age of 18 years to be considered as able workers, cannot be engaged in contract agreements. The law requires any work assigned to workers should be done voluntarily, without any form of threat of force or penalty. Primary supply workers will be required to comply with the requirements of the ESS2 and be consistent with the Ethiopian Labor Law and relevant proclamations. If child labor or forced labor cases are identified, the supplier will be required to take remedial measures.

**Work related accidents:** supply workers may be exposed to accidents related to travel during material supply such as construction material supply, equipment supply, input supply or any other project related material supply to the implementation sites, project offices, construction sites, etc... by car, motorbike, trucks, field vehicles, public transport to remote villages, and project sites

### 2.4. Risks associated with community workers

**Labor influx:** due the nature of project infrastructure components involving civil works, rangeland restoration and rehabilitation works, labor intensive public works such as soil and water conservation in rangelands, irrigation structures and access roads, water supply infrastructures, solar panels laying fields, etc... may require engagement of community labor and hence, job seekers from outside of the project districts/region and neighboring districts will increasingly flow to project sites and cause risks of violence, competition for services, increased crimes, overcrowding of public spaces, and posing security risks due to tensions with local communities

**Gender-Based Violence, Sexual Exploitation and Abuse/Sexual Harassment (GBV/SEA/SH):** The LLRP II infrastructure and livelihood sub-project activities will be implemented in the prioritized sites, which creates the conditions where community workers and beneficiary communities will have close interactions and chances of interactions in isolations, which might cause potential risks of GBV/SEA/SH in the sub-project activities implementation sites. The potential risks include:

- ✓ *increasing risk of violence* when women are confronted with traveling long distances to access job opportunities (e.g., construction sites) or forced to travel for the community works and health service facility related activities;



- ✓ *Due to an interaction between community workers and other project workers with nearby local communities especially the vulnerable groups including marginalized communities; children, women, elderly, disabled etc.*

**Community Health and Safety:** activities related to constructions, rangeland rehabilitation and restoration works, soil and water conservation structures, health service facilities, participatory rangeland management; require the engagement of community workers mainly from local sources or elsewhere. Community workers may cause or be exposed to substantial risk of GBV/SEA/SH, crimes, transmission of communicable diseases such as Sexually Transmitted Diseases (STDs), HIV/AIDS, and COVID-19.

**Child labor and forced labor:** there will be a potential risk of engaging underage children as community workers in project implementation areas, particularly in soil conservation activities. There will be a risk of involuntary assignment of a community worker to jobs; and activities that are assigned with threat of penalty or force to a community worker. The Ethiopian Labor Law and proclamations prohibit such practices and has provisions on rules and guidelines on community workers.

### 3. BRIEF OVERVIEW OF LABOR LEGISLATION: TERMS AND CONDITIONS

The Ethiopian government has enacted laws and policies regarding governing labor and associated rights in the past decades pursuant to the constitution; and in accordance/in conformity with the international conventions and other legal commitments to which Ethiopia is a party. The policies and laws emanated from the 1994 Federal Constitution, which contains full articles on fundamental rights and freedoms, including the right to equality without discrimination, the rights of women and children, the right to access to justice, and economic, social and cultural rights. Exclusively on labor, Article 42 describes “Rights of labor”, including the rights of workers to form associations, rights for improved conditions of employment and economic well-being, limitation of working hours, remuneration for public holidays and a healthy and safe working environment.

The relevant laws, proclamations and directives applicable to the implementation of the labor management procedure to address labor related risks in the LLRP II project are:

- Labor Proclamation No. 1156/2019
- Federal Civil Servants Proclamation 1064/2017
- Proclamation No. 568/2008, Right to Employment of Persons with Disability
- Occupational Safety and Health Directive, 2008 (Federal Ministry of Labor and Social Affairs)
- National Comprehensive COVID-19 Management Handbook\_2020 (MoH)
- National Comprehensive Guideline for HIV/AIDS prevention\_2018

**Worker-Employer relations** are governed by basic principles of rights and obligations stipulated under the Labor Proclamation No. 1156/2019. “Worker” means a person who has an employment relationship with an employer in accordance with Article 4 of the Proclamation; and an “employer” is defined as a person or an undertaking that employs one or more natural persons in accordance with Article 4 of the Proclamation.

The Proclamation specifies “**Work rules**” which govern working hours, rest period, payment of wages and methods of measuring work done, maintenance of safety and prevention of accidents, disciplinary measures and their enforcement as well as other conditions of work. “Conditions of work” are also elaborated as the full account of labor relations between workers and employers including **hours of work, wage, leave, payments due to dismissal, workers health and safety, compensation to victims of employment injury, dismissal because of redundancy, grievance procedure** and any other similar matters.

Project workers of the LLRP II must have a binding contract agreement that encompasses the details of rights (hours of work, overtime payments, wages), benefits (compensation benefits, severance payments, allowances, etc...), obligations, responsibilities and accountabilities (violations of rules, causing damages

to property, etc...) of the employee and the employer. In compliance to the requirements in the ESS2, project workers need to be engaged with a legally binding contract agreement that clearly states the terms and conditions of employment as per the appropriate Civil Servant law and labor law. The conditions of the contract should clearly inform the employee about the rights and obligations in understandable language. The contract agreement should be signed at the beginning of the employment and whenever changes are made within the provisions and the terms of employment changes. The following general provisions are stipulated in the labor proclamation:

### 3.1. Terms of employment contract and conditions of work

Article 4 of the Proclamation No. 1156/2019 stipulates that a contract of employment shall be deemed formed where a natural person agrees directly or indirectly to perform work for and under the authority of an employer for a definite or indefinite period or piece of work in consideration for wage; a contract of employment shall be stipulated clearly and in such manner that the parties are left with no uncertainty as to their respective right and obligation under the terms thereof; a contract of employment shall specify the type of employment and place of work, the rate of wages, method of calculation thereof, manner and interval of payment and duration of the contract; a contract of employment shall not be concluded for the performance of unlawful or immoral acts; the contract of employment shall not laydown less favorable conditions forth employee than those provided for by law, collective agreement or work rules.

#### (i) Wages

A worker is entitled to wages in return for the performance of the work that he performs under a contract of employment. Wage, as defined in the law, is a regular payment for the work performed under a contract. Payments such as over-time pay, allowances, per-diems, bonuses, commissions, service charges, etc... are not considered as part of wages.

#### (ii) Hours of working

**Normal work hours:** each worker is required to work for the legally defined normal hours of work. A “normal hour of work” is the time during which a worker actually performs work or avails himself for work in accordance with law, collective agreement or work rules. According to the law, the Normal hours of **work shall not exceed 8 hours a day or 48 hours a week.** **Overtime work** is considered a work that is done in excess of the normal daily hours work as defined in the law. A worker is entitled to an overtime payment in accordance with the law. Workers are not obliged to work on public holidays. Public holidays are those days observed under the relevant national law, and are paid Public Holidays.

**Arrangement of Weekly Hours of Work:** Hours of work shall spread equally over the working days of a week, provided, however, where the nature of the work so requires, hours of work in any one of the working days may be shortened and the difference be distributed over the remaining days of the week without extending the daily limits of eight hours by more than two hours.

#### (iii) Rest:

A worker is entitled to a weekly rest period covering not less than twenty-four non-interrupted hours in the course of each period of seven days. The weekly rest period shall be calculated to include the period from 6 a.m. to the next 6 a.m. Where the nature of the work or the service performed by the employee is such that the weekly rest cannot fall on a Sunday another day maybe made a weekly rest day as a substitute.

#### (iv) Leaves

The labor proclamation grants different kinds of pertinent leaves to workers as part of the rights of a worker to rest. A worker is entitled to be granted with annual leave, special leave (family events, social events, etc...) and sick leave.

**Annual leave:** A worker entitled to uninterrupted annual leave with pay of Sixteen (16) working days for the first year of service; and Sixteen (16) working days plus one working day for every additional two years of service.

**Special leave:** A worker is entitled to leave with pay for three consecutive working days for special events (marriage, death of relatives, male paternity)

**Sick leave:** a worker who has completed the probation period, and who is rendered incapable of working due to sickness other than employment injury, is entitled to sick leave. The sick leave period shall not be more than six months counted consecutively or separately in the course of twelve months. The first month with 100 % salary, the next two months with 50 % salary and the next three months without pay.

**Maternity leave:** a pregnant worker shall be granted 30 consecutive days with pay of prenatal leave and a period of 90 consecutive days of post-natal leave.

#### **(v) Contract Termination**

The detailed descriptions of conditions for termination of a contract under the law are diverse. The general provision on Article 4 of the Labor proclamation state that a contract of employment shall terminate on the rounds of the completion of the work where the contract of employment is for a specified work; on the death of the worker; on the retirement of the worker in accordance with the relevant law; when the undertaking ceases operation permanently due to bankruptcy or for any other cause; when the worker is unable to work due to partial or total permanent in capacity.

### **3.2. Non-discrimination and equal opportunity**

The Federal Civil Servants Proclamation No. 1064/2017 promulgated a law that establishes a system of recruitment and selection of civil servants that guarantees diversity and that improves conditions of work. Sub-article (2) of Article 13 in the proclamation clearly state that there shall be no discrimination among job seekers or civil servants in filling vacancies because of their **ethnic origin, sex, political outlook, religion, HIV/AIDS, disability and or any other ground**. Article 8 of the proclamation states ‘**equal pay for equal work**’ regardless of any other ground than the professional requirements.

### **3.3. Worker Age**

Under Article 14 of the Civil Servants Proclamation No. 1064/2017, it is stated that all persons **less than 18 years of age cannot be employed as a civil servant**. According to the law, children below 18 years of age are not legally allowed to become civil servants.

However, the law has a provision that considers a child between 15 years of age and 18 years of age can be considered as a “**Young worker**” and a **formal labor** with restrictions on the types of work and working conditions. Hence, **Young worker**, with restricted types of work and defined hours of work can be engaged as **formal labor**. The labor law and the civil servant law declare that any person **under the age of 15 years of age** is considered **child labor**.

The Labor Law (Labor proclamation 1156/2019), Article 89 has a provision for “**Young Worker**”. The law has put restrictions on the types of work and hours of work in a day for young workers. The law prohibits assigning any work that may endanger the lives and health of young workers. The prohibited types of work include

- (i) Work in the transport of passengers and goods by road, railway, air and internal water ways, road sides and warehouses involving heavy weight lifting, pulling or pushing or any other related type of labor;
- (ii) Work connected with electric power generation plants, transformers or transmission lines;
- (iii) Underground work such as mines and quarries;
- (iv) Work in sewers and tunnel excavation.

The normal hour of work for young workers is restricted to **seven hours a day**. A young worker is prohibited from **night works between 10:00 pm and 6:00 am**. Overtime work is counted on normal rest days and holidays.

### 3.4. The right to form associations

Under Article 113 of the Labor law, workers have the right to form associations and join Trade Unions. Workers can organize themselves into collective relations through trade unions and associations.

## 4. BRIEF OVERVIEW OF LABOR LEGISLATION: OCCUPATIONAL HEALTH AND SAFETY

Ethiopia has legal frameworks on OHS. The Constitution (1995) under Article 42/2 stated the Rights of Labor as "workers right for healthy and safe work environment" Proclamation No. 4/1995. There are also different legal frameworks on OHS which include: The National Occupational Health Policy and Strategy, Occupational Health and Safety Directive (2008), Occupational Health and Safety Policy and Procedures Manual, and On Work Occupational Health and Safety Control Manual for Inspectors (2017/18) which will apply to the ADELE project. OHS promotion is also included as a priority in the National Health Policy Statement (1993). Ministry of Labor and Skill development (MoLS) and its regional counterparts are responsible for OHS at Federal and Regional levels. MoLS has OHS & Working Environment Department responsible for OHS responsibilities. Each administrative region has an OHS department within the Labor and Skill development Bureau with the responsibilities of inspection service.

As stated in Article 52 of the Civil Servants Proclamation No, 1064/2017, the OSH is applicable to civil servants including temporary/community workers. The objective of the OSH is to maintain the safety and health of civil servants and to enhance their productivity; to arrange, improve and keep suitable work place for the safety and health of civil servants; to guarantee high level of performance of a government institution on social wellbeing; in subsequent articles from 53-59, definitions of **Accident and injury, list of the types of accidents, necessary safety measures, worker's rights in cases of accidents that result in different levels of disability (partial, temporary, permanent, etc...)**, benefits and leaves, claims of compensation from third party, and other benefits to the employee are provided in details and **in cases of accidents, this law is applicable.**

The health and safety of workers while at work are protected with provisions from the **Labor proclamation No. 1156/2019**. It provides the measures to be taken to prevent occupational accidents and injuries. The Employer has the obligation to safeguards the safety and health of workers, particularly to:

- (i) Comply with the occupational health and safety requirements provisions in this Proclamation.
- (ii) Take appropriate steps to ensure that workers are properly instructed and notified concerning the hazards of their respective occupations; and assign safety officer; and establish an **occupational health and safety committee**.
- (iii) Provide workers with personal protective equipment/PPE, clothing and other materials and instruct them of their use.
- (iv) Register employment accidents and occupational diseases and report same to the labor inspection service.
- (v) Arrange, according to the nature of the work, at its own expense for the medical examination of newly employed workers and for those workers engaged in hazardous work, as may be necessary with the exception **of HIV/AIDS**, unless and otherwise the country has obligation of international treaty to do so.
- (vi) Ensure that the work place and premises of the undertaking do not pose threats to the health and safety of workers.
- (vii) Take appropriate precautions to ensure that all the processes of work in the undertaking shall not be a source or cause of physical, chemical, biological, ergonomic and psychological hazards to the health and safety of the workers.

(viii) implement the instructions given by the Competent Authority in accordance with this Proclamation;

Workers (all types of workers in the LLRP II project described in this LMP) are required to comply with the requirements of the law. Hence, any worker engaged in the program has the obligation to:

- (i) Co-operate in the formulation of work rules to safeguard the workers' health and safety, and implement same;
- (ii) Inform forthwith to the employer any defect related to the appliances used and incidents of injury to health and safety of workers that he/she is aware of in the undertaking;
- (iii) Report to the employer any situation which he/she may have reasons to believe that it could cause a hazard, and which he/she cannot prevent on his/her own, and any incident of injury to health that arises in the course of or in connection with work;
- (iv) Make proper use of all safety devices and other appliances furnished for the protection of his/her health and safety or for the protection of the health and safety of others;
- (v) Observe all health and safety instructions issued by the employer or by the Competent Authority.

In Chapter 13 of the proclamation, workers are entitled to the forms of benefits in the case of employment injuries, which states the obligations of the employer, medical service benefits, and various kinds of cash benefits including benefits to be rendered to the dependents of the worker.

The law also strictly states prohibited acts by workers that may tamper the safety of workers. In this regard, the law states no worker shall:

- (i) Interfere with, remove, displace, damage, or destroy any safety devices or other appliances furnished for his/her protection or the protection of others; or
- (ii) Obstruct any method or process adopted to minimize occupational hazards.

The Labor proclamation gives the power to Regional Bureaus to determine standards and measures for the safety and health of workers and follow up on their implementation. It is also indicated that regional bureaus must collect, compile and disseminate information on the safety and health of workers.

It is unlawful for an employer to (a) impede the worker in any manner in the exercise of his rights or take any measure against him because he exercises his right; (b) discriminate against female workers, in matters of remuneration, on the ground of their sex; (c) terminate a contract of employment contrary to the provisions of the Labor Proclamation No. 1156/2019; (d) coerce any worker by force or in any other manner to join or not to join or to cease to be a member of a trade union or to vote for or against any given candidate in elections for trade union offices; (e) require any worker to execute any work which is hazardous to his life; (f) discriminate between workers based on nationality, sex, religion, political outlook or any other conditions.

Therefore, during sub-project activities identification and implementation, the following activities need to be performed: (i) identification of OHS risks at the sub-project activity design stage; (ii) provision of PPEs and health, safety, and security arrangements; and (iii) training at regular intervals to workers to enhance their skills.

## 5. RESPONSIBLE STAFF

The MILLS is the implementing agency and it has already put in place a management structure to oversee overall implementation of the project through the LLRP coordination units from the Federal to the Woreda levels. The direct workers, who are responsible for the day-to-day operations of the project activities, are already engaged at the different levels of the coordination units under the Phase I structure. These workers will continue to work in the LLRP II. There are new components and activities, and additional regions in the LLRP II and hence, will require recruitment and employment of new specialists (hydrologists, engineers, designers, managers, technicians, information management experts, climate experts, safeguard specialists, ect....) at the FPCU, RPCU, RCST and WPCU depending on the needs of the PCUs. The respective PCUs will handle the recruitment process as per the provisions provided in the HR policy of the

LLRP. The new recruitments will take place during the launching of the LLRP II implementation. The overall management and supervision of direct workers is handled by the HR management unit of the FPCU and will be overseen by the LLRP project coordinator.

The MILLS/FPCU is responsible for engaging different contractors for the implementation of construction works and contractors may engage sub-contractors for sub-project activities as per the relevant contractor and sub-contractor engagement regulations and procedures of a competitive national or international bid process. All contractors and sub-contractors are managed by the MILLS/FPCU. However, contracted workers are managed by the respective contractors and sub-contractors as per the terms of engagement agreed with the respective workers. Workers of primary suppliers are employed by the supplying entities and community workers will be engaged and managed by the implementing partners/contractors. The compliance to this LMP by contractors will be observed by the MILLS/FPCU.

**Occupational Health and Safety:** Given the nature of civil works in Components 1, 2, 3, contracted workers may be subject to various construction related accidents including fire, electric hazard, injury by machines, fall, lack of PPE, lack of OHS related training etc. A risk hazard assessment must be carried out before commencing work by Contractors. On the OHS aspects, the PIU staff have responsibility to conduct periodic field visits to the project sites. Contractors must also engage a minimum of one OHS specialist. The safeguard specialist ensures the day-to-day compliance with specified safety measures and records of any incidents. Minor incidents shall be reported to respective PCUs, starting from the Woreda, on a monthly basis, serious incidents shall be reported immediately. Minor incidents will be reflected in the quarterly reports to the World Bank, major issues will be flagged to the World Bank immediately. The reporting criteria will follow ESCoP/OHS guideline to be developed by contractors (notice within 24 hours of occurring) and the Contractor will carry out a Root Cause Analysis (RCA) as well as develop and implement a Safeguard Corrective Action Plan (SCAP) with the assistance of the PCU. The Contractor is required to follow international best practices on OHS (for example ILO OHS 2001 - Guidelines on occupational safety and health management systems, ILO Code of Practice Safety and Health in Construction 1991) and OHS provisions of the WB EHS Guidelines.

**Labor and Working Conditions:** Contractors will keep records of recruitment/employment, wages, leave, incidence etc... in accordance with specifications set out in Ethiopian Labor Law (Proclamation No. 1156/2019). The PCU may at any time require records to ensure that labor conditions are met. The PCU will review records against actuals at a minimum on a monthly basis and can require immediate remedial actions if necessary. A summary of issues and remedial actions will be included in quarterly reports to the World Bank. Worker Grievances. Contractors will be required to present a worker grievance redress mechanism (GRM) which responds to the minimum requirements in this LMP. The PCU's Social focal point will review records on a monthly basis. Where worker concerns are not resolved, the PCU will keep abreast of the issue and reflect it in quarterly reports to the World Bank. Given the anticipated number of the project workers the labor GRM will be a separate undertaking apart from the Project level GRM, though personnel in the committees (GRC) on both GRMs may have overlapping functions. Reporting Channels for the GRMs may also be same through the structure.

**Training workers:** Contractors are responsible for additional training to contract workers. They are required to have a qualified safeguard specialist on board at all times during the project implementation. If OHS and other training is required, this fully the contractor's responsibility. The safeguard specialist will provide instructions to contractor staff. PCU will monitor and ensure necessary trainings are provided to address risks associated with labor and will ensure contractors adequately provide trainings to their workers.

**Awareness raising:** The project will take initiative to organize sessions on raising awareness of the communities on issues relevant to the project's compliance and standards (e.g., labor standards,



GBV/SEA/SH guidelines, CoC requirements). Project workers are also well informed of the GRM structure, mechanisms of filing complaints, channel of information lodging to the GRC

## 6. POLICIES AND PROCEDURES

### 6.1. Occupational Health and Safety Procedure

This procedure is to ensure and maintain a healthy and safe work environment for all project workers and the project implementation site communities. The Occupational Health and Safety risks can be mitigated through the following measures:

- i. Project beneficiaries will be trained on appropriate OHS practices to mitigate risks arising from unsafe practices related to use of tools and machinery to be financed by the project, and as part of promoting Good Agricultural Practices.
- ii. For direct workers and consultants, there will be an assessment of office facilities to ensure OHS risks, especially related to man-made causes (e.g., fires) and natural events (e.g., flash flooding, etc.) are appropriately considered and managed. There will also be procedures to manage OHS risks due to direct workers travelling to project sites by roads for works related to the project. Provision of necessary PPE will be ensured and awareness shall be created on potential OHS risks that may be encountered during project-related site visits by project staff.
- iii. Community workers will be trained on appropriate OHS practices to mitigate risks arising from use of various tools and equipment during labor intensive public works (e.e., rangeland restoration and soil and water conservation works).
- iv. During procurement of contractors, FPCU will avail the ESMF or any subproject ESMP to the aspiring contractors so that contractors include the budgetary requirements for occupational health and safety and community health and safety measures in their respective bids.
- v. Contractors will develop and maintain an occupational health and safety management plan that based on OHS Plan template annexed in the ESMF and is consistent with the scope of work, duration of contract, Ethiopian OHS regulatory requirements, sub-project ESMP, WB EHSGs on Occupational Health and Safety, and any other conditions in contract bid or contract.
- vi. Contractors will adopt the sub-project ESMPs and, where necessary, develop Contractor's- Environmental and Social Management Plans (C-ESMPs) to help manage construction risks.
- vii. Contractors appoint an appropriately qualified Safeguard specialist whose responsibility is to advise the employer on a Safety and Health related issues.
- viii. Contractors prepare task specific risk assessment (TRA) and safe working procedures (SWP) for executing works.
- ix. Contractors provide preventive and protective measures, including modification, substitution or elimination of hazardous conditions or substances informed by the TRA and SWP
- x. Contractor provides for appropriate training/induction of project workers and maintenance of training records on occupational health and safety subjects including TRA and SWP.
- xi. Contractor documents and reports on occupational accidents, diseases and incidents. It is important to ensure that appropriate workers' insurance coverage is in place to protect against potential risks and third part liabilities.
- xii. Contractor provides emergency prevention and preparedness and response arrangements to emergency situations including and not limited to: Workplace accidents; Workplace illnesses; Flooding; Fire outbreak; Disease outbreak; Labor unrest; and Security.
- xiii. Contractors should develop emergency drills in cooperation with local emergency authorities.
- xiv. Contractors to comply with all requirements of applicable occupational Health and Safety legislation and Environmental legislation including WB EHS guidelines.

- xv. Contractors shall maintain all such records for activities related to the safety health and environmental management for inspection by the PCUs or the World Bank.

**Handling cases of fatality and serious incidents**

- xvi. Cases of severe incidents will be notified to the World Bank office no later than 48 hours after learning of the incident or accident using World Bank Environmental and Social Incident Reporting Template (ESIRT).
- xvii. A detailed report of the incident will be provided within fifteen (15) days of occurrence of the accident. In the event of an occupational fatality or serious injury, the contractor shall report to WPCUs and consequently, WPCUs shall report to the RPCU and FPCU, for escalation to the World Bank as soon as becoming aware of such incidents, and inform the government authorities, local authorities/law enforcement office, in accordance with national reporting requirements.
- xviii. Corrective actions shall be implemented in response to project related incidents or accidents. Contractors in collaboration with the WPCU or, where relevant the contractor, will be required to conduct a root cause analysis for designing and implementing further corrective actions.

## 6.2. Discrimination

This procedure is to counter any form of discrimination and ensure equal opportunity for workers. In compliance with the Labor Proclamation No. 1156/2019 and ESS 2, the employment of project workers will be based on the principles of non-discrimination and equal opportunity. There will be no discrimination with respect to any aspects of the employment relationship, such as recruitment, compensation, working conditions and terms of employment, access to training, promotion or termination of employment. The following mitigation measures shall be implemented by Contractors and monitored by PCUs to ensure fair treatment of all employees:

- ✓ As per Labor Code requirements, recruitment procedures will be transparent, public and nondiscriminatory with respect to ethnicity, religion, sexual orientation, disability, gender, and other grounds included in the Labor Code
- ✓ Applications for employment will be considered in accordance with the application procedures established by the Contractor.
- ✓ Clear job descriptions will be provided in advance of recruitment and will explain the skills required for each post
- ✓ All workers will have written contracts describing terms and conditions of work and will have the contents explained to them. Workers will sign the employment contract. Terms and conditions of employment will be available at work sites
- ✓ Unskilled labor will be preferentially recruited from the affected communities and local areas. The PCU is expected to carry out field visits and inspections of the construction from time to time.

## 6.3. Labor Influx

This procedure is to enable MILLS/LLRP II FPCU and Contractors to mitigate labor influx risks and impacts. Excessive influx of workers may lead to adverse social and environmental impacts on local communities, especially if the communities are rural, remote or small. Such adverse impacts may include increased demand and competition for local social and health services, as well as for goods and facilities, which can lead to price hikes and crowding out of local consumers, increased volume of traffic and higher risk of accidents, social conflicts within and between communities, increased risk of spread of communicable diseases, and increased rates of illicit behavior and crime, including GBV cases. The measures to reduce labor influx include:

- a) MILLS/LLRP II/FPCU and Contractors shall, to the extent possible, non-technical work is reserved for locals and local entrepreneurs



- b) Beneficiary selection and employment recruitment shall verify the authenticity of the localness of potential employees.
- c) Contractor liaises with local leadership on enrolment for community workers while at the same time ensuring that no grievances derive from nepotism via utmost transparency in the selection process, announcing hiring campaigns early enough in community consultations and/or other outreach activities.
- d) Where there are camp establishments, contractors shall ensure camp management and community relations are good. If labor camps are required, special management plans need to be developed, or if smaller establishment, camp management reflected in the ESMP, including; security within camp, social relations with community members should be cordial and consistent with GBV and SEA, waste management, water and sanitation, and proper camp demobilization.
- e) Establish code of conduct for contract workers interaction with the host community.
- f) Contractors should have own supply of facilities and pay for accommodation offered by the community to contracted employees.
- g) Contractor shall ensure that local supply shall not negatively impact the availability of resources for the local communities and sourcing of local wildlife shall be prohibited.
- h) Contractor shall provide a fully equipped first aid kit.
- i) Contractors to mainstream HIV issues in the workplace by providing HIV prevention training during induction and continuously during employment through health and safety talks.
- j) Contractor to be fully aware of and be ready to implement the Workers' Grievance Redress Mechanism.

#### **6.4. Gender Based Violence/GBV/SEA/SH**

The LLRP II project will employ local labor as much as possible and the risk of GBV/SEA/SH is expected to be low. However, mitigation measures need to be in place to deter any likelihood of GBV/SEA/SH. Contractors shall ensure that a Code of Conduct (CoC) is developed, and issues of GBV/SEA/SH are stated clearly with disciplinary measures in case of violations. The CoC commits all persons engaged by the contractor, including sub- contractors and suppliers, to acceptable standards of behavior. The CoC shall include sanctions for non-compliance, including non-compliance with specific policies related to gender-based violence, GBV/SEA/SH (e.g., termination). The CoC shall be written in local language and be understandable to local labor. The CoC shall be signed by each worker to indicate that they have:

- a) Received a copy of the CoC as part of their contract;
- b) Had the CoC explained to them as part of induction process;
- c) Acknowledged that adherence to this CoC is a mandatory condition of employment;
- d) Understood that violations of the CoC can result in serious consequences, up to and including dismissal, or referral to legal authorities.

A copy of the CoC shall be displayed in a location easily accessible to the community and project affected people. Contractors shall address the risk of GBV/SEA/SH, through:

- a) Mandatory training and awareness raising for the workforce about refraining from unacceptable conduct toward local community members, specifically women. Training may be repeated;
- b) Informing workers about national laws that make GBV/SEA/SH a punishable offence which is prosecuted;
- c) Adopting a policy to cooperate with law enforcement agencies in investigating complaints about GBV/SEA/SH;
- d) A system to capture GBV/SEA/SH related complaints/issues shall be developed.

## 6.5. Child Labor

The minimum age of project workers eligible for any type of work in the LLRP II is 18 years. The engagement of project workers between the age of 15 and 18 years as young worker is legally possible but with restrictions of types of non-hazardous work, without interfering the child's education and development. To prevent engagement of under-aged labor, all contracts shall have contractual provisions to comply with the minimum age requirements including penalties for non-compliance. The contractor is required to maintain labor registry of all contracted workers with age verification.

## 6.6. Security risks

In some regions and LLRP II sites, there could be serious security risks linked to insurgency. The MILLS/LLRP II project will take appropriate and proportionate security measures to minimize the potential risk to the workers, as detailed in the project Security Management Plan. Key security measures will include restrictions on work hours where security risks are higher (such as night time); and measures to maintain low profile of the site and workers (such as the minimum use of sign boards). While security measures to be arranged by public security personnel to address external security risks (such as armed insurgency) will be determined by relevant security authorities in each region/Woreda, LLRP will address internal security risks associated with the deployment of such security personnel on the community and project workers in line with the WB Good Practice Note "Assessing and Managing the Risks and Impacts of the Use of Security Personnel"

## 6.7. COVID-19 prevention measures

Procedures for protection against possible COVID-19 related risks will be managed through:

- ✓ Provision of information on appropriate work practices such as use of PPE, hygiene maintenance and physical distancing to all project workers, implementing partners and contractors through training and information posters.
- ✓ Provision of appropriate PPEs for all project workers.
- ✓ Provision of hand washing stations and hand sanitizer for all project workers.
- ✓ Planning schedules for labor-intensive public works to avoid overcrowding in work locations, for example, by developing work shifts with a designated maximum number of workers on a site during any one shift.
- ✓ Ensuring access to medical facilities where necessary, in the case of Covid-19 symptoms being displayed a worker(s).
- ✓ Develop protocols to respond to any confirmed cases of Covid-19 among project workers, including isolation or quarantine and return-to-work conditions.

## 7. AGE OF EMPLOYMENT

The minimum age of labor for engagement in this project is 15 years and below this age is considered a child labor. The Ethiopian labor law and civil servant law prohibit the employment of all persons less than 18 years of age to be engaged as civil servants. However, children above 15 years of age and below 18 years can be considered as young worker and can be engaged in a formal labor but with strict restrictions on the types of work and working conditions.

As per the ESS2 (paragraph 19), and the Ethiopian Labor law (proclamation 1156/2019), a young worker under the age of 18 and above the age of 15 years will be engaged in the project if:

- ✓ If the work is not likely to be hazardous or interfere with the child's education, or be harmful to the child's physical, mental, spiritual, moral or social development. .
- ✓ An appropriate risk assessment is conducted by the contractor prior to the commencement of work

- ✓ The MILLS/ FPCU conducts carries out a regular monitoring of the health, working conditions, hours of work and other requirements of the ESS2

The young worker should not be assigned to any work that may endanger the live and health of the young workers. These include

- ✓ Work in the transport of passengers and goods by road, railway, air and internal water ways, dock sides and ware houses involving heavy weight lifting, pulling or pushing or any other related type of labor;
- ✓ Work connected with electric power generation plants, transformers or transmission lines;
- ✓ Underground work such as mines and quarries;
- ✓ Work in sewers and tunnel excavation.

In order to avoid and prevent engagement of child labor, the MILLS/FPCU will make sure that all contracts shall have contractual provisions to comply with the minimum age or young labor requirements including penalties for non-compliance. Contractors are required to maintain labor registry of all contracted workers with age verification and be available during monitoring visits by PCU staff.

The contractor can make the age verification prior to the engagement of labor and be documented. Age verification can be done through:

- ✓ birthday or official documents (IDs, credentials, birth certificate or other credible records from government sources);
- ✓ by obtaining written and signed declaration from the worker and his/her parents;
- ✓ obtaining written and signed confirmation from medical practitioner;
- ✓ Confirmation from local community leader, Kebele administration, other credible community sources.

If an underage worker is found working in this project, the employer (contractor or sub-contractor, primary supplier) shall be required to terminate the contract agreement in a responsible manner that may not harm the underage worker by

- ✓ offering the job to another member of the family who meets the age limit in place of the under-age worker;
- ✓ if such member is not available, the employer (as per the contractual penalty provision) will be required to continue the wage payment to the underage worker without being in the work until end of the contract

## 8. TERMS AND CONDITIONS

The labor law of Ethiopia (Proclamation No.1156/2019) clearly stated the governance of worker-employer relations with regards to the basic principles of rights and obligations in the terms of conditions in contractual engagements. The terms and conditions of direct workers and contract workers of the LLRP II project will be governed by the provisions in this proclamation wages, working hours, collective agreements and other features of terms and conditions on their employment.

**Wages:** a worker is entitled to wages in return for the performance of the work that he performs under a contract of employment. Wage, as defined in the law, is a regular payment for the work performed under a contract. Payments such as over-time pay, allowances, per-diems, bonuses, commissions, service charges, etc... are not considered as part of wages.

**Hours of working:** each worker is required to work for the legally defined normal hours of work. A “**normal hour of work**” is the time during which a worker actually performs work or avails himself for work in accordance with law, collective agreement or work rules. According to the law, the Normal hours of **work shall not exceed 8 hours a day or 48 hours a week**. **Overtime work** is considered a work that is done in excess of the normal daily hours work as defined in the law. A worker is entitled to an overtime payment

in accordance with the law. Workers are not obliged to work on public holidays. Public holidays are those days observed under the relevant national law, and are paid Public Holidays.

**Arrangement of Weekly Hours of Work:** Hours of work shall spread equally over the working days of a week, provided, however, where the nature of the work so requires, hours of work in any one of the working days may be shortened and the difference be distributed over the remaining days of the week without extending the daily limits of eight hours by more than two hours.

**Rest:** A worker is entitled to a weekly rest period covering not less than twenty-four non-interrupted hours in the course of each period of seven days. The weekly rest period shall be calculated to include the period from 6 a.m. to the next 6 a.m. Where the nature of the work or the service performed by the employee is such that the weekly rest cannot fall on a Sunday, another day maybe made a weekly rest day as a substitute.

**Leaves:** the labor proclamation grants different kinds of pertinent leaves to workers as part of the rights of a worker to rest. A worker is entitled to be granted with *annual leave*, *special leave* (family events, social events, etc...) and sick leave. *Annual leave:* a worker entitled to uninterrupted annual leave with pay of Sixteen (16) working days for the first year of service; and Sixteen (16) working days plus one working day for every additional two years of service. *Special leave:* A worker is entitled to leave with pay for three consecutive working days for special events (marriage, death of relatives, male paternity). **Sick leave:** a worker who has completed the probation period, and who is rendered incapable of working due to sickness other than employment injury, is entitled to a sick leave. The sick leave period shall not be more than six months counted consecutively or separately in the course of twelve months. The first month with 100 % salary, the next two months with 50 % salary and the next three months without pay.

**Maternity leave:** a pregnant worker shall be granted 30 consecutive days with pay of prenatal leave and a period of 90 consecutive days of post-natal leave.

**Contract Termination:** the detailed descriptions of conditions for termination of a contract under the law are diverse. The general provision on Article 4 of the Labor proclamation state that a contract of employment shall terminate on the rounds of the completion of the work where the contract of employment is for a specified work; on the death of the worker; on the retirement of the worker in accordance with the relevant law; when the undertaking ceases operation permanently due to bankruptcy or for any other cause; when the worker is unable to work due to partial or total permanent in capacity.

### 8.1. Terms of Collective Relations

Ethiopia has ratified a number of ILO Conventions aimed at ensuring that member states do protect the notion of collective bargaining. The Labor law of the country provides (article 113) the right to workers to form or join associations for collective bargaining, amongst other purposes. The Act allows for the collective negotiation of terms and conditions of employment. Workers at the MILLS/LLRP II are entitled to join and form an organization for purpose of labor representation to negotiate favorable terms and conditions for their members amongst other rights.

## 9. GRIEVANCE MECHANISM

The GM procedure is to settle the grievance between an employer and employee or between employees bilaterally before the intervention of a formal court, except in cases where the grievance constitutes a criminal offense that requires notifying law enforcement. Under the provisions of ESS2, the project will provide a grievance redress mechanism (GRM) for all direct and contracted workers to raise workplace concerns. Workers will be informed of this grievance mechanism at the time of recruitment and the measures put in place to protect them from any reprisal for its use. However, the GRM is not a substitute to a legal right of workers to lodge their cases to any pertinent legal system.

To effectively implement a Grievance Management, consideration must be given to grievances resulting from:

- a) Disciplinary action
- b) Individual grievances
- c) GBV/SEA/SH grievances

***Disciplinary Actions:***

Disciplinary actions emanate from breaching of work place rules. These rules may be implicit or explicit and vary from workplace to workplace. Some rules are implied in the contract of employment (e.g., rules against stealing, corruption). However, it is important to include implied rules in the disciplinary code of conduct. The workplace rules must be valid or reasonable, clear and unambiguous, employee is aware of or could reasonably be aware of the rules or standards, and the disciplinary measures when the employee contravenes the rules.

An event of disciplinary action, workers should be given advance notice regarding termination, retrenchment and discharge in accordance to the Ethiopian Labor law (proclamation 1156/2019). At the PCUs, a fair and effective workplace disciplinary procedure must be established. The procedure is as follows:

- a. Conduct an investigation to determine whether there are grounds for a hearing to be held
- b. If a hearing is to be held, the employer is to notify the employee of the allegations using a form and language that the workers can understand
- c. The worker is to be given reasonable time to prepare for the hearing and to be represented by a fellow employee or a union representative
- d. The workers must be given an opportunity to respond to the allegations, question the witnesses of the employer and to lead witnesses
- e. If a worker fails to attend the hearing the employer may proceed with the hearing in the absence of the employee
- f. The hearing must be held and concluded within a reasonable time and is to be chaired by an impartial representative.

Hence, the PUCs and Contractors must have work place Code of Conducts and standards, including disciplinary procedures, which the workers are aware of.

***Individual Grievances Procedure:***

The LLRP II project will have a Workers' Grievance Procedure which should be known and explained to the workers upon employment. Such a procedure should at least:

- a. Specify to whom the workers should lodge the grievance;
- b. Refer to time frames in the Labor Management Plan to allow the grievance to be dealt with expeditiously;
- c. Allow the person to refer the grievance to a more senior level within the LLRP, if it is not resolved at the lowest level;
- d. If a grievance is not resolved, the worker has the right to lodge a dispute with higher authority/FPCU.

Employers/contractors in the LLRP II project will be required to produce their Grievance Redress Mechanism (GRM) as a requirement for tender, which at a minimum comply with these requirements. Besides, the procedures must be transparent, confidential, adheres to non-retribution practices and includes right to representation. After they are engaged, they will be required to produce proof that each worker has been inducted and signed that they have been inducted on the procedure.

***GBV/SEA/SH grievances:***

At the LLRP II, gender discrimination and gender-based violence shall be strictly prohibited and monitored by the PCUs and Contractors at the different levels of the project. This should be supported by recruiting a GBV service provider specialist at the FPCU, who is experienced in prevention of GBV/SEA/SH risks. This

is essential to handle complaints or provide relevant services to survivors, to refer to relevant service providers, including health facilities and law enforcement's gender units. Grievances related to GBV/SEA/SH should be reported through the PCUs, the nature of the complaint will be recorded along with the age and gender of the complainant and relation to the LLRP II project, but without disclosing and transmitting individual identification information. Issue of consent and confidentiality must always be adhered to. In addition, the site-specific ESIA may identify additional mitigation measures related to gender and such measures will be reflected in site specific ESMPs, including the contractors ESMPs or contractors specific Labor Management Plans, where required. This will include engagement with communities on gender related risks, grievance, and response measures available, as identified in the manual.

### ***The GRM Process for Workers***

The GRM process in the LLRP II requires establishing a Grievance Redress Committee in the PCUs. As per the ESS2 requirement, the LLRP project has put in place a functioning GRM structure and operationalized in the Phase I period. The structure constitutes GRCs being formed in all levels of the PCUs from the Federal to the Woreda level and Kebele level GRCs. The composition, roles and responsibilities of the respective GRCs are described below:

#### ***Composition of GRCs***

- F-GRC members: FPCU coordinator, E&S safeguard specialists, Senior technical Expert, Gender Specialist, HR Manager and MILLS representative
- R-GRC members: RPCU coordinator, E&S safeguard specialists, Senior technical Expert, RCST Leader, HR of Relevant Bureau representative
- W-GRC members: WPCU Coordinator, E&S Focal Person/WoEP, WoJ, WoWSA, WoA/WoPD
- K-GRC members: Council member (Justice affairs), NRM DA, Women representative, Youth representative, Community representative

#### ***Roles of GRCs:***

The GRCs will be responsible for:

- Receiving complaints from the workers, log them and carryout verification
- Provide hearing and resolution
- Refer complaints to higher levels if not resolved

When workers present a grievance, any of the followings are expected from the project management/channel of grievance resolution:

- Acknowledgement of their grievance
- An honest response to questions/issues brought forward
- An apology, adequate compensation; and
- Modification of the conduct that caused the grievance and some other fair remedies.

#### ***The Grievance Redress Process:***

The process of grievance redress will start with registration of the grievance(s) to be addressed, for reference purposes and to enable progress updates of the cases. Thus, the aggrieved worker will file a complaint/fill a grievance form with the Grievance Redress Committee (GRC). The complaint should contain a record of the person responsible for an individual complaint, and records dates for the date the complaint was reported; date the Grievance Log was recorded in the project database; date information on proposed corrective action sent to complainant (if done), the date the complaint was closed out and the date response was sent to complainant. The focal officer receiving the complaint (the GRC member) will ensure that each complaint has an individual reference number and is appropriately tracked, and

recorded actions are completed. The response time will depend on the issue to be addressed but it should be addressed with efficiency. The contractor level GRC will act on the complaint within 10 working days of receipt of grievances. If no amicable solution is reached, or the worker does not receive a response within 15 working days, he/she can appeal to the W-PCU level GRC, which should act on the grievance within 15 working days of its filing. The steps and timelines of the redress process is described below.

*Table 1 Steps in the Grievance Redress Process*

Steps	Process	Description	Completion time frame	Responsible Body or Person
1	Receipt of complaint	Record date of receipt, name of complainant, nature of complaints, inform the W-PCU	1 day	Secretary to GRC at Contractor level
2	Acknowledgement of grievance	By letter, email, phone	1 day	Focal point of Contractor
3	Screen and Establish the Merit of the Grievance	Visit the site; listen to the complainant/community; assess the merit	3 days	Contractor level GRC
4	Implement and monitor a redress action	Where complaint is justified, redress the issue	10 days	Contractor level GRC
5	If not solved in 15 days, escalate to W-PCU GRC level	GRC Review the redress steps and conclusions, provide intervention solution	15 days of receiving of complaint	W-PCU level GRC
6	If not solved in 15 days, escalate to RPCU GRC and F	Review the redress steps and conclusions, provide intervention solution	15 days of receiving complaint	MILLs/FPCU level GRC
7	Judicial adjudication	Take complaint to court of law	No fixed time	Complainant

**Complaints Raising Channels:** Employer/contractor provides multiple channels to raise grievances of the workers. This includes a dedicated phone number for call, a number of SMS/text message, an email address and a focal point and physical address to register complaints. This must be well circulated to workers. Posters and other dissemination materials must be made visible on worksites. The Project GRM channels will be used when complaints are to be lodged beyond the Contractor level GRC.

#### **World Bank Grievance Redress System**

Communities and individuals who believe that they are adversely affected by a World Bank (WB) supported project may submit complaints to existing project-level grievance redress mechanisms or the WB's Grievance Redress Service (GRS). The GRS ensures that complaints received are promptly reviewed in order to address project-related concerns. Project affected communities and individuals may submit their complaint to the WB's independent Inspection Panel which determines whether harm occurred, or could occur, as a result of WB non-compliance with its policies and procedures. Complaints may be submitted at any time after concerns have been brought directly to the World Bank's attention, and Bank Management has been given an opportunity to respond.

For information on how to submit complaints to the World Bank's corporate Grievance Redress Service (GRS), please visit <https://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).

## 10. CONTRACTOR MANAGEMENT

The MILLS/FPCU shall select competent contractors through a transparent bid process following the procurement procedures of the WB and the Ethiopian government.

- (i) As part of the bid process, contractors shall be required to present proof of legality and reliability through valid evidences of legal registration, business licenses and tax declaration/clearance. Documents showing past performance such as documents relating to labor management system, including OHS issues and LMP, certification and qualification of professionals, workers' certifications/permits/training to perform required work; records of safety and health violations and responses; accident and fatality records and notifications to authorities; records of legally-required worker benefits; workers' payroll records including hours worked and pay received shall be requested from contractors as evidences of reliability.
- (ii) Contractors shall be provided with the ESMF and the LMP together with the bid documents so that contractors shall incorporate the requirements of the ESMF and the LMP into its bid.
- (iii) Contractors shall formulate and submit Contractor specific E&S management plans (C-ESMPs) as required by the ESMF, and specifically the LMP including OHS plans; Labor Recruitment Plan, Code of conduct for employees; Waste management plan; and Emergency plan as essential documents of the bid.
- (iv) The contractor and the MILLS/FPCU shall have the obligation to develop a standard condition of contract for each category of contract and services. The Contractor and their sub-contractors shall recruit and hire non-technical workers from local work forces as much as possible.
- (v) Contractor's performance and compliance shall be managed and monitored by the Safeguard experts of the MILLS/PCUs. Periodic (monthly by Woreda PCU, quarterly by RPCU and/or FPCU) monitoring visits shall be conducted to ensure compliance to the LMP. Contractors shall submit progress reports on the implementation of the LMP to the PCUs.
- (vi) During monitoring, contractors shall allow the PCUs access to records to verify the records of the implementation of the requirements in the LMP. The PCUs monitor performance with regard to contracted workers by focusing on compliance to contractual agreements (obligations, representations, warranties). The monitoring includes periodic audits, inspections, random/spot checks at work sites and LM records/reports compiled by the contractor. Such reports include:
  - a) sample of employment contracts between contractor and contracted workers
  - b) workers grievances received and resolutions implemented
  - c) safety inspections, including fatalities and incidents and corrective actions;
  - d) incidents of non-compliance with national law and the safeguard requirements
  - e) records of training provided for contracted workers to explain labor and working conditions and OHS for the project.
- (vii) If the contractor fails to adhere to the terms of the contract agreement and the MILLS/PCUs discovers serious violation of the requirements of the LMP, payments of the contractors may be withheld until corrective actions are implemented on major non-compliance to the LMP. Such examples of serious non-compliance by contractors include:
  - a) Failure to submit mandatory quarterly progress reports
  - b) Failure to avail for inspection specified documentation pertaining to the implementation of the C-ESMP and LMP
  - c) Failure to timely notify and submit incident and accident investigation report
  - d) Failure to appoint or replace a competent and experienced safeguard officer



- e) Failure to enforce C-ESMPs including provision of adequate appropriate PPE
- (viii) The contractor shall be required to construct project camps for labor and specialist experts, and supply basic needs as specified in the contract agreements. The contractor shall provide valid evidence of payments made, including benefits that workers are eligible to get, pension contributions and other entitlements regardless of the workers status of contract (full-time, part-time or temporary). The application of this requirement should be proportionate to the size of the contract that is acceptable to the WB, satisfactory to the labor law and the requirements of MILLS/FPCU. The project management unit of the contractor at the site must have registry on:
- a) *Labor conditions*: records of all workers engaged under the project, including contracts, registry of induction of workers, hours worked, remuneration and deductions (including overtime and absentees), collective bargaining agreements;
  - b) *Safety related records*: recordable incidents and corresponding Root Cause Analysis (lost time incidents, medical treatment cases), first aid cases, high potential near misses, and remedial and preventive activities required such as revised job safety analysis, new or different equipment and skills training.
  - c) *Data on Workers*: total number of workers, origin (local, non-local, non-nationals), gender, age with evidence that no child labor forced and no trafficked labor is involved, and skill category (unskilled, skilled, supervisory, professional, management).
  - d) *Records of Trainings/ professional development*: types of trainings, dates, places, number of trainees, duration, and topics;
  - e) *Records of Worker grievances*: occurrence date, grievance case, date submitted; actions taken and dates; resolution and date; and follow-up yet to be taken
  - f) *Emergency and security*: details of risks the contractor may be exposed to while doing its work

## 11. COMMUNITY WORKERS

The sub-project activities under Component 1 (Construction of irrigation infrastructure, flood protection structures, forage and feed stores, etc...) and under Component 2 (Participatory Rangeland and Pasture Management; removal of invasive species, etc...) and under Component 3 (climate resilient livelihoods) will require the participation of community workers in restoration activities, construction activities and other soil and water conservation activities. Community workers (skilled or unskilled) are members of the community who are voluntary workers recruited by a contractor for a wage of cash for work. Community workers provide labor voluntarily and they cannot be employed or forced to provide free labor.

Pursuant to the ESS2 provisions, this procedure provides measures to be implemented to ascertain whether the engagement terms and conditions have been fully discussed and agreed. Therefore, the objective of this procedure is to ensure the community workers are agreeable to the terms and conditions of their labor. The MILLS/FPCU will observe the procedure as follows:

- i. Contractor shall be obliged by the Contract conditions to provide the necessary Insurances, OHS Measures, Emergency Response Plans for accidents to ensure protection of workers.
- ii. Contractor shall recruit women labor from the community to the extent possible for work and timings that are suitable for female workers.
- iii. Contractor shall not perform any sort of discrimination in recruiting workers from the local communities and will include IDPs and marginalized groups if any within the communities.
- iv. Contractors will develop standard TOR, working times, remuneration systems (depending on the type of work), methods of payment, timing of payment, basic OHS work procedure, and

community code of conduct (CoC) that will apply to all relevant project activities. These will be developed during the project inception phase.

- v. Contractors will produce a plan for identification of households to participate in the labor-intensive public works as per agreed criteria with MILLS/FPCU.
- vi. Contractors shall meet and document resolution of meeting with the community on the intended community workers recruitment. The resolution shall include details on;
  - ✓ Nature of work
  - ✓ Working times
  - ✓ Age restrictions (18 and above)
  - ✓ Remuneration amount
  - ✓ Method of payment
  - ✓ Timing of payment
  - ✓ Individual signatory or representative signatory of meeting resolution/Minutes
  - ✓ Employment is voluntary
  - ✓ Community Code of Conduct
- iv. Contractors shall induct community workers on key LMP issues, including;
  - ✓ GBV and SEA
  - ✓ Workers' and Project GRM
  - ✓ Occupational Safety and Health
  - ✓ HIV awareness
  - ✓ Safe use of equipment and lifting techniques
  - ✓ Applicable PPE

## 12. PRIMARY SUPPLY WORKERS

The primary supply workers are employees of suppliers the LLRP project who will provide goods and services to the project throughout the project. Hence, the MILLS/FPCU will have an oversight of the implementation of the LMP requirements in the management of the primary supply workers. The objective of the procedure is to ensure that labor-related risks of the project from primary supply workers are managed in line with the requirements of ESS2 and the national labor laws. In observing this, the MILLS/FPCU will follow the procedures below:

- a) Procure supplies from legally constituted suppliers. The legal registration ensures that the company is legally obliged to comply with all applicable labor laws of the country (Proclamation No.1156/2019), which requires the supplier's firm to uphold its provisions. As proof of legality, ensure evidence of registration, tax declaration and clearance, VAT registration Certificate; and Registration of supplier under the government's suppliers registry for the goods or services where required.
- b) Carry out a physical observation on the supplier's labor management system including employee contracts; occupational health and safety; any past work-related environmental or occupational incidents; and if workers association or committee present.
- c) Conduct thorough check on products quality certification and environmental rating where required.
- d) Experience and commitment to recollect product related waste for recycling and reuse, for example, containers and packaging materials where applicable.
- e) Conduct check on the possibility of training in safe use of product by community users where applicable.
- f) Check if the supplier organizes road safety training and additional applicable requirements as needed, such as emergency response equipment, etc.

- g) For hazardous materials, confirmations of materials are legally authorized, supplier has all necessary permits, and transportation done by authorized personnel and vehicles properly marked with emergency response equipment.
- h) Organize training for workers of raw material suppliers such as gravel, sand, and other construction materials

### 13. Budget for Implementation of LMP Activities

Indicative Budget for LMP Activities Implementation Item Estimated Budget (USD)/ per Annum

*Table 2 an indicative budget developed for implementing the LMP(USD per annum)*

Items	Estimated Budget (USD)/ per Annum
Implementation of OHS Provisions	50,000
Implementation of Workers Grievance Redress Mechanism	50,000
Travel expenses of staff on LMP activities	100,000
Training Cost on LMP Provisions	100,000
Stakeholder Consultations on LMP Matters	50,000
Sub Total 1	350,000
Contingency Item 10%	35,000
<b>GRAND Total</b>	<b>385,000</b>

## 14. Capacity Building Plan

Table 3 Capacity building plan

No.	Training title	Training participants	Trainer	Time	Estimated Budget (USD)/ per Annum
1	<p>-Awareness creation of LLRP II project and World Bank ESF environmental and social standard (ESSs)</p> <p>-World Bank labor requirement ESS2</p> <p>-Brief overview of labor legislation and occupational health and safety.</p> <p>-Brief orientation of labor legislation Terms and Conditions</p>	All LLRP II workers	FPIU	2days during project implementation	12,000.00
2	Potential risk associated to contract worker mitigation measures	Contract worker	FPIU/Regional safeguard expert	1 day	6000.00
3	Potential risk associated to primary supplier workers and mitigation measures	primary supplier workers	FPIU	1 day	6000.00
4	<p>-Potential risk associated to primary supplier workers and mitigation measures</p> <p>-Community health and safety</p>	Community workers	FPIU/Regional safeguard expert	1 day	6000.00

## Annexes

### Annex I. Labor Code of Conduct (CcC)

An example of Labor CcC Specific to GBV/SEA/SHA related risks (this will be prepared in the locally understandable language)

#### Preamble

Contractors/employers are committed to ensuring a work environment which minimizes any negative impacts on the local environment, communities, and its workers. Contractor/employers also strongly commit to creating and maintaining an environment in which Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) have no place, and where they will not be tolerated by any employee, sub-project contractor, supplier, or representative of Contractors. This CoC serves to:

- a) Create a common understanding of what constitutes expected behavior from workers
- b) Create a shared commitment to standard behaviors and guidelines for employees to prevent, report, and respond to any environmental and social negative issues such as GBV/SEA/SH), and
- c) Create understanding that breach of this CoC will result in disciplinary action.

In this code of conduct, the following definitions uphold the interpretation of the terms used to describe the types of gender-based violence and related sexual abuses, harassment and other risks.

**Gender-Based Violence:** is defined and understood as any form of violence or abuse directed against another person or group of persons (men or women) because of the person's gender or any form of violence that affects persons of a particular gender (men or women) disproportionately.

**Sexual Exploitation and Abuse (SEA):** understood and defined as any actual or attempted abuse because of another person's position of vulnerability, differential power, or trust, for sexual purposes, including, profiting monetarily, socially or politically from the sexual exploitation of that person.

**Sexual Harassment (SH):** is understood and defined as an act of unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of sexual nature. A consent for any sexual related interaction or relationship activity shall only be given freely and shall also be withdrawn anytime freely, and it shall be made with as much knowledge as possible, about any specific situation.

An employee/worker shall sign this CoC and commit to its adherence as follows (which should be prepared in the language that the worker understands).

I, \_\_\_\_\_ (*fill Name of Worker*) \_\_\_\_\_, acknowledge that sexual exploitation and abuse (SEA) and sexual harassment (SH), are prohibited. As an *employee of (fill Name of employer here)*, I acknowledge that GBV/SEA/SH activities on the work site, the work site surroundings, at workers' camps, or the surrounding community constitute a violation of this *Code of Conduct*. I understand SEA and SH activities are grounds for sanctions, penalties or potential termination of employment. Prosecution of those who commit SEA/ SH may be pursued if appropriate. I agree that while working on the project I will:

- Treat all persons, including children (persons under the age of 18), with respect regardless of sex, race, color, language, religion, political or other opinion, national, ethnic or social origin, gender identity, property, disability, birth or other status.
- Commit to creating an environment which prevents SEA and SH and promotes this code of conduct. In particular, I will seek to support the systems which maintain this environment.
- Not participate in SEA and SH as defined in this *Code of Conduct* and as defined under relevant Ethiopian law.

- Not use language or behavior towards women, children or men that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate.
- Not participate in sexual contact or activity with anyone below the age of 18. I will not participate in actions intended to build a relationship with a minor that will lead to sexual activity.
- Not solicit/engage in sexual favors in exchange for anything as described above.
- Unless there is the full consent by all parties involved, I will not have sexual interactions with members of the surrounding communities. This includes relationships involving the withholding or promise of actual provision of benefit (monetary or non-monetary) to community members in exchange for sex—such sexual activity is considered “non-consensual” under this Code.

Hence, here I commit to: adhere to the provisions of this code of conduct both on and off the project site. Attend and actively partake in training courses related to preventing SEA and SH as requested by my employer. If I am aware of or suspect SEA/ SH, at the project site or surrounding community, I understand that I am encouraged to report it to the Grievance Reporting Mechanism (GRM) or to my supervisor. The safety, consent, and consequences for the person who has suffered the abuse will be part of my consideration when reporting. I understand that I will be expected to maintain confidentiality on any matters related to the incident to protect the privacy and security of all those involved.

I, the undersigned, understand that if I breach this Individual CoC, my employer will take disciplinary action, which includes any of the following:

- Verbal/informal warning or formal warning in writing
- Additional training
- Partial deductions or loss of salary for a certain period of time
- Suspension of employment contract (with or without payment of salary)
- Termination of employment contract
- Report to police/authorities as the case may be

I understand that it is my responsibility to adhere to this code of conduct. That I will avoid actions or behaviors that could be construed as SEA and SH. Any such actions will be a breach this Individual Code of Conduct. I acknowledge that I have read the Individual Code of Conduct, do agree to comply with the standards contained in this document, and understand my roles and responsibilities to prevent and potentially report SEA and SHA issues.

Name: \_\_\_\_\_; Job Title: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Table 4 Total LLRP project Staff as of 2023

	No. of required staff	Actual Number of Staff recruited		
		Male	Female	Total
FPCU	35	21	9	30
Somali	192	164	27	191
Afar	122	102	20	122
Oromia	123	105	11	116
SNNPR	51	40	9	49
SWER	32	23	7	30
B/Gumuz	55	39	5	44
Gambela	52	42	4	46
<b>Total</b>	<b>662</b>	<b>535</b>	<b>92</b>	<b>627</b>

Table 5 LLRP staff at federal PCU level

Staff type	Required	Actual (filled)		Total
		Male	Female	
Project coordinator	1	1		1
Senior Officers, Advisor	13	11	1	12
Communication S/Officer	1	0	1	1
Officers	4	3	0	3
Assistants/Accountant	5	1	3	4
Supporting staff	11	5	4	9
<b>Total</b>	<b>35</b>	<b>21</b>	<b>9</b>	<b>30</b>

Table 6 LLRP staff at Regional PCU level (in 7 regions) as of 2023

Staff Type	Total Required	Actual Staff	
		M	F
Coordinator	7	7	0
Officer	79	71	1
Technical Staff	4	0	0
Accountant	11	8	1
Assistants	13	5	1
Supporting staff	73	40	31
<b>Total</b>	<b>187</b>	<b>131</b>	<b>34</b>

Table 7 LLRP staff at RCST level (in 20 clusters) as of 2023

Staff Type	Total Required	Actual Staff	
		Total	
		M	F
Team Leader and M&E Specialist	20	13	6
RCST Officers	80	75	2
Supporting staff	40	19	21

<b>Total</b>	140	107	29
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Table 8 LLRP staff at Woreda PCU level (in 100 Woredas) as of 2023

Staff Type	Total Required	Actual Staff	
		Total	
		M	F
Woreda Coordinator	100	97	3
Woreda Finance Officer	100	87	10
Woreda Procurement officer	100	89	4
<b>Total</b>	<b>300</b>	<b>273</b>	<b>17</b>

**If estimated number of contract and community workers can be known or at least predicted, provide them here**

Table 9 List of workers and thier estimated numbers

No.	Type of Worker by Job Classification	Estimated No.	Remark
1	Direct Workers		
2	Contract Workers		
3	Community workers		



## **Annex 2: Task specific risk assessment (TRA) and Safe work procedure (SWP)**

### **Task specific risk assessment (TRA)**

Under this specific risk assessment and safe work procedure, contractors have the obligation to implement all reasonable precautions to protect the health and safety of workers. They provide guidance and examples of reasonable precautions to implement in managing principal risks to occupational health and safety. Although the focus is placed on the operational phase of projects, much of the guidance also applies to construction and decommissioning activities. Contractors should have the technical capability to manage the occupational health and safety issues of their employees, extending the application of the hazard management activities through formal procurement agreements.

Contractor/ subcontractor shall introduce preventive and protective measures according to the following order of priority:

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

### **Risk Management**

#### **Identifying Hazards and Managing Risks**

LLRP II will ensure systems and approaches for identifying hazards and assessing risk are in place prior to any activities commencing on site and shall utilize the Hierarchy of Controls in conjunction with:

- o The Occupational Health and Safety Requirements
- o Using a risk management form to control general construction risks where necessary
- o Carrying out regular site inspection and audits with a focus on a changing work environment.

LLRP II will also identify risks (as appropriate):

- o Before introducing any new equipment
- o When introducing a new task

o When new information is received about tasks, procedures, equipment or chemicals. All hazards that are identified throughout the project will be reported immediately assessed and controlled to levels as reasonably practicable and in accordance with LLRP II procedure. LLRP II will inform workers and subcontractors of its risk management procedures and require they are trained in risk management (Induction and Training).

II. Hierarchy of Control LLRP II where reasonably practical, will manage all risks identified by applying the Hierarchy of Controls as follows: Where practical, the Principal Contractor and the contractors (as appropriate) will implement risk controls that are high in the order of hierarchy and will implement multiple controls where

Take 5 Safety Process A take 5 safety checklist below is a tool used to identify health and safety hazards before starting work in a site. Performing health and safety checks using the take 5 procedure and helps workers and contractors mitigate exposure to hazards and health risks. LLRP II will provide Take 5 forms to all staff for performing a final safety check before commencing work. This is to ensure that all work activities are given a final check to identify and control any potential hazards that may have not already been addressed prior to commencing activities. It is designed to complement the risk Assessment process. It does not act as a replacement for formal risk assessment.

Take 5 process consists of the following 5 steps

*Table 10 Processes and steps*

<b>STEP 1</b>		Observe the work area and surrounding location for hazards
<b>STEP 2</b>	Think through the task	Consider the sequence of steps involved in carrying out the task from start to finish
<b>STEP 3</b>	Identify any hazards Identify	Identify the hazards associated with the task including any present in the immediate and surrounding work area, and hazards generated by the task
<b>STEP 4</b>	Control the hazards	If the hazard is not controlled and the work area not safe do not start work, report to your Team Leader/Unit Controller/Line Manager to review the risk assessment
<b>STEP 5</b>	Complete the task safely	Once all control measures have been implemented commence the task

*Table 11 Template for risk assessment*

No.	Risk/Impact	Analysis (Magnitude, Extent, Timing, Likelihood, Significance)	Risk Mitigation Measures
1.	Falls from Height		
2	Falling Objects		

<b>3</b>	Excavation Work and Trenching		
<b>4</b>	Working near Overhead or Underground Essential Services		
<b>5</b>	Electrical		
<b>6</b>	Plant and Equipment		
<b>7</b>	Scaffolds		
<b>8</b>	Ladder Safety		
<b>9</b>	Manual Handling		
<b>10</b>	Slips, trips and fall		
<b>11</b>	Hand Operated and Power Tool Use		
<b>12</b>	Site Traffic Movements and Mobile Plant		
<b>13</b>	Hazardous Substances		
<b>14</b>	Welding/Hot Work		
<b>15</b>	Earth moving Activities		
<b>16</b>	Infectious materials		
<b>17</b>	Noise		
<b>18</b>	Dust		

### **Safe work procedure**

These are an integral part of Risk Management process as it outlines the hazards, risks, and associated control measures to be applied to ensure the task/activity is conducted in a way to reduce the risk of injury. They are documented and provide standard and useful information on a large range of on - site activities. Information within these documents should be used in conjunction with the Project procedures.

### **LLRP II Cease Work Authority**

All the personnel will be empowered and supported by management with the right, responsibility, and authority to cease or stop work when observing an unsafe condition or act that could result in harm to staff. It involves a stop, notify, correct and resume approach for resolving the situation or condition. Once such a situation arises the personnel shall immediately notify the Project Leader and safety personnel to advise the reason for ceasing or stopping work. LLRP II Project Leader will work with safety personnel to resolve issues by taking appropriate measures to assess the risk eliminate or control the hazard and to record the hazard in line with the appropriate reporting procedures.

Prior to starting work on the project, LLRP II will provide completed health and safety documents and will be filed in the project folder, which forms part of and supports this HS Management Plan. These documents will be retained for the duration of the project and archived as required as the national laws. LLRP II will review the documents and the HSMP where:

- o There is a need to change the method of carrying out of the high-risk construction work
- o A risk has been identified that is not included and managed within the HS Management Plan

### **Work in vicinity or on High Voltage Equipment**

Procedure isolation for making equipment “dead” and safe to work

- o Switch off
- o Isolate
- o Lock off point of isolation
- o Apply caution notice at point of Isolation
- o Test for absence of voltage using a test instrument
- o Test the instrument is in good working condition
- o Apply circuit main earths o Apply temporal at point of work
- o Issue a Permit to Work

### **Hazardous Material Substances**

LLRP II has undertaken a Hazardous Material Assessment to assess all areas of the project sites and identify the material at site and those to be brought as the project progresses with recommended best practice to remove or contain.