



The Revolutionary Government of Zanzibar

**ZANZIBAR JUDICIAL MODERNIZATION PROJECT (Zi-JUMP)
(P500588).**

**FINAL
LABOUR MANAGEMENT PROCEDURES (LMP)**

March 2024

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1. BACKGROUND

1.1. Introduction to LMP

This Labour Management Plan (LMP) is developed to support the labour due diligence provisions for activities financed by the World Bank in the Judiciary Modernization and public service reform Zi JUMP (P500588). The LMP is designed to ensure that the Project is carried out in accordance with the Environmental and Social Standards (ESSs) and in a manner acceptable to the Revolutionary Government of Zanzibar (RGoZ)

1.2. Project development objective and components:

The project aims to “**enhance the accessibility, efficiency, and transparency of selected citizen-centric judicial services in Zanzibar**”. The project embraces four components, these are:

Component 1: Access to justice services; the key challenge is outdated infrastructure which undermine the citizen access to justice services. The main activities under this component are:

Construct smart court proposed include addressing the outdated infrastructure through construction/renovation in the selected court locations also addressing limitations in access, efficiency and transparency through the deployment of a comprehensive e-Judiciary system (hardware, software).

Component 2: Is about Strengthening governance, management and skills. Specific activities foreseen here are those will be addressing the current inadequate technical, managerial and data analytic skills and pilot a performance management system for the judiciary to foster responsiveness to citizens and business needs.

Component 3 is about Citizens and business-centric service delivery: Activities foreseen here will address complaints from court users concerning slow case processing times, case backlogs and limited access to information about courts and court proceedings, including how to access them. The potential focus is on alternative dispute resolution (ADR) mechanisms, such as child custody and disputes between micro-businesses, while strengthening the voice of females in dispute resolution.

Component 4 is about the Project management: Activities foreseen here will address the currently limited capacities for project management across the key implementing agencies, reflecting the fact that this is the first time the Judiciary agencies are implementing a World Bank-financed project. This will include, but not limited to, tailored trainings, selected study visits, and peer learning. The components include the integration of gender and sustainability/climate change issues.

1.3. Rationale for the LMP

The LMP is in line with national requirements as well as the objectives of the World Bank’s Environmental and Social Framework, specifically objectives of Environmental

and Social Standard 2: Labour and Working Conditions (ESS2) and Standard 4: Community Health and Safety (ESS4). LMP identified potential environmental and social risks and impacts associated with Project implementation including those related to workers as well as community health and safety.

The Environmental and Social Risk Classification for Zi-JUMP is “Moderate” due to the nature of minimal construction activities which are well understood and expected to have limited impacts as they can largely be avoided, minimized or managed through procedures, including procedures set out in this LMP. An Environmental and Social Management Framework (ESMF) was developed alongside with Stakeholder Engagement Plan (SEP) as a set of due-diligence instruments to address and manage the environmental and social risks and impacts associated with the Zi-JUMP. The Environmental and Social Commitment Plan (ESCP), it was indicated that Labour Management Procedures would be developed and included in the ESMF. However, it was later realized that a full Labour Management Plan (LMP) had to be prepared besides the Labour Management Procedures. This LMP has been developed as a stand-alone but as part of the ESMF to manage labour risks on the Zi-JUMP.

The LMP is a living document to facilitate project planning, preparation, and implementation. The LMP will be reviewed continually during project implementation and adequate measures and procedures to manage negative impacts will be put in place. In accordance with the requirements of World Bank’s Environmental and Social Standard 2 (ESS2) on Labor and Working Conditions, this LMP have been developed for Zi-JUMP project. The LMP sets out the ways in which JoZ will manage all project workers in relation to the associated risks and impacts. The objectives of this LMP are to:

- (a) Identify the different types of project workers that are likely to be involved in the project;
- (b) identify, analyze and evaluate the labor-related risks and impacts for project activities;
- (c) provide procedures to meet the requirements of ESS 2 on Labor and Working Conditions, ESS 4 on Community Health and Safety, and applicable national legislation.

Hence this LMP applies to all project workers, irrespective of contracts being full-time, part-time, temporary or casual. The types of workers that will be included in the project are listed below:

ESS2 categorizes the workers into direct workers, contracted workers, primary supply workers as well as community workers as expounded here below.

- (a) **Direct Project Workers:** Direct project workers will be eligible to work full-time for the duration of project implementation. This shall include the staff of the project implementation teams (PIU).

(b) **Contracted Workers:** This category will include all workers deployed as technical consultants (full and part-time) by the PIU under the project. This category will be advertised and will seek firms with specific technical expertise. Contracted Workers will also be engaged for the construction or rehabilitation. The terms and conditions of these contracts will adhere to the national labour legislations and regulations and be guided by the Project Implementation Manual (PIM).

(c) **Community Workers:** Community workers may be engaged for specific activities under the project, however its number is unknown yet; priority to the community workers will be given to the nearby Shehia. In instances where community workers are to be engaged on the project, the provisions of ESS2 will apply to the Community Workers, including but not limited to working conditions, occupational health and safety, requirements and procedures related to child labour or forced labour, and the Grievance Redress Mechanism.

(d) **Primary Supply workers:** During project implementation, the project will employ or engage primary suppliers in procurement of a substantial amount of certain materials, goods or services for its core function. Primary suppliers supporting project activities will be required to adhere to the procedures established in the ESS2, particularly with respect to monitoring and mitigating the risk of child labour or forced labour, and the requirement to implement OHS procedures laid out in the LMP in order to mitigate risks of safety issues related to primary supply workers

1.4. Labor Risks Identified

The following potential labor risks are identified by Zi-JUMP:

- (a) Violation of worker's rights: Terms and conditions of employment of workers may not be consistent with national legislation or World Bank standards
- (b) Violation of worker's rights: Non-discrimination and equal opportunity of workers may not be consistent with national legislation or World Bank standards
- (c) Use of child labor or forced labor
- (d) Unsafe work environment and poor working conditions
- (e) Workplace injuries and accidents, particularly when operating construction equipment, when working at height on building construction, and when handling heavy equipment and materials
- (f) Risks from exposure to hazardous substances (dust, cement, chemicals used in construction etc.)
- (g) Sexual exploitation and abuse/sexual harassment (SEA/SH) risks for workers
- (h) SEA/SH risks for community members, from workers from outside the project areas
- (i) Conflicts between workers and communities
- (j) Transmission of COVID-19 among workers or nearby communities, especially if workers are not hired locally and arrive to civil works locations from elsewhere

or if COVID-19 specific precautions are not in place at work sites and worker accommodation sites

2. RELEVANT NATIONAL LABOR LEGISLATIONS

This section discusses about labor Law(s); Occupational Health and Safety Law(s); laws against child labor, forced labor, trafficking; laws on workers' associations and unions; and labor disputes laws as follows:

- (a) The Employment Act No. 11 of 2005 sets out fundamental labour rights and employment standards relating to employment in the private sector and in the public sector. It contains prohibitions on forced labour, worst forms of child labour, and employment discrimination, and establishes conditions of employment for special categories of workers, including protections for pregnant and nursing employees, night work and other work situations for female employees, and equal employment rights for persons with disabilities. It also covers procedures for the employment of foreign workers, including work permits. The Employment Act also sets out provisions on its administration and jurisdiction, including through the establishment and operation of labour officers and inspectors, the labour advisory board, the labour commissioner, and its power to institute criminal proceedings for labour law violations. It does not draw distinctions between workers hired directly and those engaged/employed through contractors.
- (b) The Occupational Health Safety and Health Act, of 2005 applies generally to workplaces. It governs the duties, rights and responsibilities of employers and employees in relation to occupational health and safety. Relevant provisions of this act relating to the activities of the project include: Section 36 requires that employers provide and maintain protective equipment for workers in any workplace where there are any processes involving exposure to any injurious or offensive substance or environment. Section 68(2) states that it is the employer's responsibility to ensure that: a) all workers exposed to hazards, are instructed on such hazards prevailing in the workplace, (b) safety measures are taken to avoid injury, and (c) training is provided at least once in every two years. Section 68(1) provides that no person shall be employed at machines or any process being a machine or process liable to cause bodily injury or injury to health unless he or she has been fully instructed as to the danger likely to arise in connection to the process or machine and (a) has received sufficient training in the operation of the machine or in the process; and (b) is under adequate supervision by a person who has thorough knowledge and experience of the machine or process
- (c) Section 118(1) (c) provides that there shall keep available for inspection in every workplace, in the prescribed form, a register, called General Register and

there shall be entered in or attached to that register the prescribed particulars as to every accident and case of occupational disease(s) occurring in the workplace of which notice is required to be sent under the provision of this Act. Section 53 states that it is the worker's duty to report immediately to the supervisor any situation which the worker has reasonable grounds to believe presents an imminent or serious danger to his/ her life or health or that of others in the same premises, and until the employer has taken remedial action if necessary, the employer shall not require workers to return to a work situation where there is a continuing imminent or serious danger to life or health.

- (d) Section 54 provides that any worker who has removed himself or herself from a work situation in which he or she has reasonable justification to believe the present and imminent and serious danger to his or her life or health shall not be punished or subjected to undue consequence provided the danger is confirmed by the Director.
- (e) Zanzibar Children's Act of 2011 Section 98 (1), (2), and (3) establish the minimum age for employment or engagement in work at 15 years and a minimum age of 18 years for hazardous work. Tanzania has ratified ILO Convention 138 on minimum age and Convention 182 on worst forms of child labour. Due to the hazardous nature of construction and rehabilitation activities, including installation, construction, and land/vegetation clearing, the project has established a minimum age of 18 years for employment for all project workers. There is the risk, however, that persons employed or engaged as unskilled workers or other worker categories either directly hired by the project through contractors or subcontractors, or by primary suppliers, including those involved in producing and providing gravel and other materials, might be persons under 18 years of age undertaking activities constituting worst forms of child labour.
- (f) The Zanzibar Public Service Act, No. 2 (2011) and the Public Service Regulation of 2014 provide detailed information on employment standards and labour relations for public and private sector workers. The work-related matters governed by the Act and its Regulation include: length of working day and week, Friday prayer break, manner of undertaking and compensation for overtime work, regulation of working time and overtime rate, restrictions on number of work days, extra pay for night work, annual leave for public holidays, temporary and emergency leave, compassionate leave, sick leave, maternity leave, leave without pay and action to be taken by employers when leave without pay expires, provision of transport and accommodation in deserving circumstances; identification of public service occupation eligible for meal allowance and other special allowances; provision for the manner in which medical care and treatment shall be provided to public service employees; obligation to provide safety and protective gear to employees in deserving occupations; allowances for travelling on duty; obligation of public service institutions upon death of employee; certificate of service upon eligible termination or retirement; repatriation of employees to place of first appointment; sanction for breach of

employment standards; protection of pregnant and nursing employees; engagement of female employees at night; exception of female employees from certain categories of night work; additional conditions for female employees; equal rights of employment for persons with disabilities

Specific provisions

- (a) Section 62(1) of the Employment Act No. 11 of 2005 requires that working hours should not exceed 8hrs per day or 42 hours per week
- (b) Section 62 (6) of the Employment Act No. 11 of 2005 requires that an employer provide a one-hour break per day to employees.
- (c) Section 97 (1) of the Employment Act No. 11 of 2005 provides that wages shall be paid at the end of each month and not less than the minimum amount as set by the government.
- (d) Section 63 (1) of the Employment Act No. 11 of 2005 provides that overtime and night work should be the payment for overtime and the working time for overtime should not exceed 3 hours per day, and for night work the employer should set a night allowance at the mutual agreement between the parties. Subject to the provisions of the Act, an employer may not require or permit any employee to work overtime.
- (e) The Workers Compensation (Amendment) Act, 2005 provides worker compensation and benefits (social security, pension and any other entitlements for workers) – all employees where their contract for service starting from 6 month and above should be registered to the Zanzibar Social Security Fund (ZSSF) and the contribution will be 7% from the employers for each month.
- (f) The Zanzibar Social Security Fund Act No 2 of 1998, with (Amendment) of 2016 contains provisions relating to deductions from payment of wages in additional to Zanzibar Social Security Fund contributions.
- (g) Section 67 of the Employment Act, no 5 of 2011 provides that the legal period of rest is 2 days (i.e. Saturday and Sunday) per week and all public holidays as declared by the government.
- (h) Section 69 of Employment Act, 5 of 2011 provides that sick leave and medical assistance for the employee is granted after the employer confirms the sickness/need for medical assistance of his/her employee; this also includes all employees who are under probation period.
- (i) Section 67 of the Employment Act, No. 5 of 2011 provides for each worker to have 28 working days of annual holiday/vacation leave.
- (j) 10) Section 70 of the Employment Act, No. 5 of 2011 provides for maternity and family leave, including 90 calendar days for maternity leave, and three days of family leave in relation to the death of a family member, such as spouse or child.
- (k) Sections 52 and 54 of the Employment Act, No. 5 of 2011 provide for termination of employment and details of severance payments as prescribed in Section 68(i) a – d of the Zanzibar Public Service Act. No 2 of 2011.

3. GENERAL APPLICABLE PROCEDURES

The measures below are key labor risk management measures: -

JoZ and contractors will apply the following guidelines when dealing with workers:

- (a) There will be no discrimination with respect to any aspects of the employment relationship, such as: Recruitment and hiring; compensation (including wages and benefits; working conditions and terms of employment; access to training; job assignment; promotion; termination of employment or retirement; or disciplinary practices.
- (b) Harassment, intimidation and/or exploitation will be prevented or addressed appropriately.
- (c) Special measures of protection and assistance to remedy discrimination or selection for a particular job will not be deemed as discrimination.
- (d) Vulnerable project workers will be provided with special protection.
- (e) JoZ and contractors will provide job / employment contracts with clear terms and conditions including rights related to hours of work, wages, overtime, compensation and benefits, annual holiday and sick leave, maternity leave and family leave. Code of Conduct included in this LMP will be applicable for all project workers.
- (f) JoZ will ensure compliance with the Code of Conduct including providing briefings/awareness raising on the Code.
- (g) JoZ and contractors will ensure compliance with occupational health and safety procedures and COVID-19 specific procedures (see below) including that the workers are properly trained in application of the standards that are relevant to the work.
- (h) JoZ and retained contractors will ensure no person under the age of 18 shall be employed. Age verification of all workers will be conducted by the contractors.
- (i) JoZ will recruit contractors and labor locally to the extent that they are available.
- (j) Workers shall be recruited voluntarily, and no worker is forced or coerced into work.
- (k) JoZ will supervise and monitor to ensure compliance with the above requirements.
- (l) All workers will be made aware of the Worker's Grievance Mechanism (see below) to raise work related grievances, including any sensitive and serious grievances on SEA/SH.

4. OCCUPATIONAL HEALTH AND SAFETY (OHS) PROCEDURES

The measures below are basic OHS management measures; these are:

- (a) On procurement for contractors, JoZ will avail the ESMF to the aspiring contractors so that contractors include the budgetary requirements for OHS measures in their respective bids.

- (b) The contractor will develop and maintain an OHS management system that is consistent with the scope of work, which must include measures and procedures to address all the following topics listed below and in accordance with local legislation and GIIP (as defined by World Bank Group EHSs). The management system must be consistent with the duration of contract and this LMP.
- (c) Contractor will conduct workplace hazards identification and adopt all applicable E&S risk mitigation measures in accordance with local legislation requirements and WBG EHSs.
- (d) Contractor designates a responsible person to oversee OHS related issues at the project site and define OHS roles and responsibilities for task leaders and contract managers.
- (e) Contractor should put in place processes for workers to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health, without fear of retaliation.
- (f) Contractor provides preventive and protective measures, including modification, substitution, or elimination of hazardous conditions or substances informed by assessment and plan. Whenever PPEs are required for the work, it must be provided at no cost for the workers.
- (g) Contractor should assess workers' exposure to hazardous agents (noise, vibration, heat, cold, vapors, chemicals, airborne contaminants etc.) and adopt adequate control measures in accordance with local regulations and WB EHSs.
- (h) Contractors provides facilities appropriate to the circumstances of the work, including access to canteens, hygiene facilities, and appropriate areas for rest. Where accommodation services are provided to project workers, policies will be put in place and implemented on the management and quality of accommodation to protect and promote the health, safety, and well-being of the project workers, and to provide access to or provision of services that accommodate their physical, social and cultural needs.
- (i) Contractor provides for appropriate training/induction of project workers and maintenance of training records on OHS subjects.
- (j) Contractor documents and reports on occupational incidents, diseases and incidents as per ESMF guidance.
- (k) 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.
- (l) Contractor provides remedies for adverse impacts such as occupational injuries, deaths, disability and disease in accordance with local regulatory requirements and Good International Industry Practices.
- (m) Contractor shall maintain all such record for activities related to the safety health and environmental management for inspection by [implementing agency] or the World Bank.

4.1. COVID-19 Procedures

The measures below are basic COVID-19 risk management measures; these are:

- (a) Contractors should ensure that workers are hired locally to the extent possible.
- (b) Contractors should provide training to all workers on signs and symptoms of COVID-19, how it is spread, how to protect themselves (including regular handwashing and social distancing) and what to do if they or other people have symptoms, as well as policies and procedures listed here. Training of workers should be conducted regularly, providing workers with a clear understanding of how they are expected to behave and carry out their work duties. Training should address issues of discrimination or prejudice if a worker becomes ill and provide an understanding of the trajectory of the virus, where workers return to work following infection.
- (c) A summary of basic guidelines and COVID-19 symptoms should be displayed at all civil works sites, with images and text in relevant ethnic languages.
- (d) Workers who are sick or showing possible symptoms should not be allowed on work site, should be isolated and referred to local medical facilities immediately.
- (e) Contractors should review worker accommodation arrangements to see if they are adequate and designed to reduce contact with the community.
- (f) Contractors should review work arrangements, tasks and hours to allow social distancing.
- (g) Contractors should provide workers with appropriate forms of personal protective equipment.
- (h) Contractors should ensure handwashing facilities supplied with soap, disposable paper towels and closed waste bins exist at key places at the work site.
- (i) JoZ and contractors should together implement a communication strategy with the community in relation to COVID-19 issues on the site.

4.2. Contractor Management Procedures

The measures below are basic for contractor management procedures; these are

- (a) JoZ will make available relevant documentation to inform the contractor about requirements for effective implementation of the LMP.
- (b) JoZ will include the provisions of the ESMF, LMP and other relevant documents into the specification section of the bidding documents. The contractors will be required to comply with these specifications.
- (c) Contractor will raise worker awareness on the Code and Conduct.
- (d) Contractor will show evidence of OHS and Emergency Preparedness procedures.

- (e) JoZ will monitor contract's E&S performance during its regular site visits utilizing contactor reporting or external monitoring/supervision consultants where available.
- (f) Where appropriate, JoZ may withhold contractor's payment or apply other contractual remedies as appropriate until corrective action(s) is/are implemented on significant non-compliance with the LMP, such as failure to notify JoZ of incidents and accidents.

4.3. Procedures for Primary Suppliers

The measures below are basic for primary supplier; these are

- (a) Procure supplies from legally constituted suppliers.
- (b) To the extent feasible, conduct due diligence to ensure that primary suppliers conduct age verifications, employ workers without any force or coercion, and maintain basic OHS systems.

4.4. Procedures for Community Workers

The objective of this procedure is to ensure the community workers offer their labor voluntarily and that they agree to the terms and conditions of employment. JoZ and contractors using community workers will apply the following guidelines when dealing with community workers. The measures below are for community worker; these are:

- (a) JoZ will develop standard working times, remuneration systems (depending on the type of work), methods of payment, timing of payment, and community worker Code of Conduct, which will apply to all project activities.
- (b) JoZ and contractors should consult communities and document their community meetings where members agree to conditions of community worker recruitment. The agreement should 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
- (c) Contractors will have the terms and conditions discussed, explained, negotiated and documented through joint community meetings, with each community employee showing consent through signing the attendance register of the meeting which made the employment resolutions.
- (d) JoZ and contractors train community workers on key LMP issues, including SEA/SH, OHS, COVID-19, safe use of equipment and lifting techniques, and the relevant grievance mechanisms.

4.5. Worker Accommodation

If accommodations are provided for workers, contractors will ensure that they are provided in good hygiene standards, with fresh drinking water, clean beds, restrooms and showers, clean bedrooms, good illumination, lockers, proper ventilation, safe electrical installation, fire and lightning protection, separate cooking and eating

areas. There will be separate facilities provided for men and women. The contractors will be liable to comply with "Workers' Accommodation: Processes and Standards: A guidance Note" by IFC and the EBRD.

4.6. Institutional Arrangement for Implementation of the LMP

JoZ will carry the main responsibility for the implementation and monitoring of the LMP. Thus, JoZ will identify subproject activities, prepare subproject designs and bidding documents, as well as procure contractors. JoZ will be responsible for contractor and site supervision, technical quality assurance, certification, and payment of works. JoZ will ensure that labor management procedures are integrated into the specification section of the bidding documents and the procurement contracts.

4.7. Grievance Mechanism

This section describes how the Worker Grievance Mechanism for the Project will operate and will be specific to this Project. There will be a specific Workers Grievance Mechanism (Worker GM) for project workers as per the process outlined below. This considers culturally appropriate ways of handling the concerns of direct and contracted workers. Processes for documenting complaints and concerns have been specified, including time commitments to resolve issues. Workers will be informed about the relevant Worker GM upon their recruitment and their right to redress, confidentiality and protection against any reprisals from the employer will be stated in the contract.

4.8. Routine Grievances

The process for the Worker GM is as follows:

- (a) Any worker may report their grievance in person, by phone, text message, mail or email (including anonymously if required) to the contractor as the initial focal point for information and raising grievances. For complaints that were satisfactorily resolved by the aggrieved worker or contractor within one week of receipt of complaint, the incident and resultant resolution will be logged and reported monthly to the JoZ.
- (b) If the grievance is not resolved within one week, the contractor The JoZ will work to address and resolve the complaint and inform the worker as promptly as possible, in particular if the complaint is related to something urgent that may cause harm or exposure to the person, such as lack of PPE needed to prevent COVID-19 transmission. For non-urgent complaints, the JoZ will aim to resolve complaints within 2 weeks. For complaints that were satisfactorily resolved by the JoZ the incident and resultant resolution will be logged by JoZ and reported monthly to Judiciary Steering Committee as part of regular reporting. Where the

complaint has not been resolved, the JoZ will refer to Judiciary Steering Committee for further action or resolution.

- (c) The workers will preserve all rights to refer matters to relevant judicial proceedings as provided under national labor law.
- (d) At Judiciary Steering Committee level, each grievance record should be allocated a unique number reflecting year, sequence and township of received complaint. Complaint records (letter, email, record of conversation) should be stored together, electronically or in hard copy.
- (e) The JoZ will appoint a Worker GM Focal Person, who will be responsible for undertaking a monthly review of all grievances to analyze and respond to any common issues arising. The Focal Person will also be responsible for oversight, monitoring and reporting on the Worker GM.

4.9. Serious Grievances

- (a) In case a worker experiences serious mistreatment such as harassment, intimidation, abuse, violence, discrimination or injustice at the workplace, the worker may raise the case, verbally or in writing directly to the contractor or JoZ.
- (b) The contractor will immediately refer the case to JoZ. Then JoZ will immediately investigate the case respecting confidentiality and anonymity of the worker.
- (c) Upon project effectiveness, the JoZ will designate a Focal Person or Persons for Serious Grievances. These Focal Persons will receive training in investigating serious grievances, relevant laws and regulations, and World Bank standards including the rights of people who file a grievance. JoZ and the World Bank will jointly develop culturally-sensitive and locally-appropriate roles and responsibilities, and procedures.
- (d) In case a direct worker or civil servant has a serious grievance, the staff may directly contact verbally or in writing the Focal Person for Serious Grievances.
- (e) All complaints received will be filed and kept confidential. For statistical purposes, cases will be anonymized and bundled to avoid identification of persons involved.

4.8. World bank grievance redress system

Project workers may either submit complaints to existing project-level grievance redress mechanisms or the WB's Grievance Redress Service (GRS). The WB-GRS shall ensure that complaints received are promptly reviewed in order to address the project's labour related issues. Project workers 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

[http://www.worldbank.org/en/projectsoperations/products-](http://www.worldbank.org/en/projectsoperations/products-andservices/grievanceredressservice)

[andservices/grievanceredressservice](http://www.worldbank.org/en/projectsoperations/products-andservices/grievanceredressservice). For information on how to submit complaints to the World Bank Inspection Panel, please visit; www.inspectionpanel.org.

Appendix 1: SAMPLE CODE OF CONDUCT FOR PROJECT WORKERS(Z-JUMP)

Implementing Environmental, Social Health and Safety (ESHS) and Occupational Health and Safety (OHS) Standards, Preventing Gender Based Violence (GBV), and valuing the surrounding Natural Resources.

I, [NAME OF PROJECT WORKER]_____, acknowledge that my adherence to national environmental, social, health and safety (ESHS) laws, compliance with the project's occupational health and safety (OHS) requirements including in relation to COVID-19, and preventing gender-based violence (GBV), and respect for natural resources is a requirement of my job duties. I am aware that all forms of GBV, such as sexual exploitation and assault and sexual harassment, are unacceptable, whether at the project worksites, at worker camps where project workers are accommodated, or in the local communities around project worksites and worker camps.

[GIVE NAME OF CONTRACTOR COMPANY/EMPLOYER/Z-JUMP PROJECT] considers that

failure to comply with ESHS and OHS laws, or to engage in GBV activities, constitute acts of gross misconduct and are grounds for sanctions, penalties or termination of employment. I am aware that [CONTRACTOR COMPANY/EMPLOYER/Z-JUMP PROJECT] will

cooperate with the government authorities in prosecuting anyone involved in committing acts of GBV.

I agree that while I am working for the project, I will:

- Attend and actively participate in training courses related to ESHS, OHS, HIV/AIDS, GBV, as requested by my employer.
- Shall wear my personal protective equipment (PPE), in the correct prescribed manner, at all times when at the work site or engaged in project related activities.
- Take all practical steps to implement the [CONTRACTOR COMPANY/ Z-JUMP PROJECT]'s environmental and social management plan.
- Implement the occupational health and safety management plan(s) established by the [CONTRACTOR COMPANY/Z-JUMP PROJECT] Management Plan.
- Adhere to a zero-alcohol policy during work activities, and refrain from the use of illegal substances at all times.
- Consent to a police background check.
- Will agree to undertake all health screening and other measures required by national law and 29 the requirements of the contractors and Z-JUMP project in relation to COVID-19.
- Treat women, children (persons under the age of 18), and men with respect regardless of gender, race, color, language, religion, political or other opinion, gender identity, national, ethnic or social origin, property, disability, birth, or other status.
- 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 any person under 18 years of age— including grooming or contact through digital media. Mistaken belief regarding the age of a child is not a defense. Consent from the child is also not a defense or excuse.
- Do not participate in sexual activity with community members.
- Do not engage in any activity that will constitute payment for sex with members of the communities surrounding the workplace.
- Use any computers, mobile phones, or video and digital cameras appropriately, and never to exploit or harass women, children or a vulnerable person through these mediums.
- Comply with all relevant local legislation.
- Engaging in any of the prohibited activities above can be cause for termination of employment, criminal liability, and/or other sanctions.
- Not engage in sexual harassment, such as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, including subtle acts of such behavior. [examples include looking somebody up and down; kissing, howling or smacking sounds; hanging around somebody; whistling and catcalls; giving personal gifts; making comments about somebody's sex life; etc.]
- Not engage in sexual favors—for instance, making promises or favorable treatment dependent on sexual acts—or other forms of humiliating, degrading or exploitative behavior.

- Unless there is the full consent by all parties involved, I shall not have sexual interactions with any member 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.
- Consider reporting through the GRM (Grievance Redress Mechanism) or to my manager any suspected or actual GBV by a fellow worker, whether employed by my employer or not, or any breaches of this Code of Conduct.

Sanctions for Non-Compliance with this Code of Conduct: I understand that if I breach this Individual Code of Conduct, my employer shall take disciplinary action which could include:

- Informal (verbal) warning;
- Formal (written) warning in accordance with Regulations of the Employment Act No. 11 of 2005
- Additional Training to address the problem relating to the worker's conduct, such as training on gender-based violence/sexual harassment;
- Loss of up to 50 percent of one week's salary in accordance with the Regulations of the Employment Act No. 11 of 2005
- Suspension of employment (without payment of salary), for a minimum period of 1 month up to a maximum of 6 months;
- Termination of my employment per written notice in accordance with the Regulations of the Employment Act No. 11 of 2005
- Sections 52 and 54 of the Employment Act, No 5 of 2011 provide for termination of employment and details of severance payments as prescribed in Section 68(i) a – d of the Zanzibar Public Service Act. No 2 of 2011
- Report the incident/conduct to the police.

I understand that:

- 1) It is my responsibility to ensure that I comply with all project environmental, social, health and safety standards, including in relation to COVID-19; 30
- 2) That I shall adhere to the project occupational health and safety management plan;
- 3) That I shall avoid actions or behaviors that could be construed as GBV, including sexual harassment;
- 4) That I shall avoid any actions involving harvesting, collecting, hunting, fishing, or disturbing the wildlife or any project worksites or workcamps.

Any such actions relating to “1)–4)” above shall be a breach of this Individual Code of Conduct. I do hereby acknowledge that I have read the foregoing Individual Code of Conduct, agree to comply with the standards contained therein and understand my roles and responsibilities to prevent and respond to ESHS, OHS, GBV issues, and

violations of full respect for wildlife. I understand that any action inconsistent with this Individual Code of Conduct or failure to take action mandated by this Individual Code of Conduct may result in disciplinary action against me and possible termination of my employment.

Signature: _____ Printed Name: _____
Date: _____

Appendix 2: SAMPLE EMPLOYMENT CONTRACT

The Zi-JUMP Work Contract has been concluded between the Employer and the Employee whose names and addresses are written with their own free will and with the conditions stated below.

EMPLOYER’S

Name (Surname & First Name):

.....

National ID Number:

..... Address:

WORKER’S

Name (Surname & First Name):

.....

National ID Number:

Address:

A. EMPLOYER OBLIGATIONS

The management of the work and the workers is the responsibility of the Employer. The Employer and his/her representative shall apply the contract in all its provisions. The Employer evaluates and responds to complaints of workers regarding the implementation of the contract or other issues; corrects if the application has errors.

1- WAGE

Wage to be given to the worker by the Employer (based on Turkey Minimum Wage);

- a) Daily / weekly / monthly TL
- b) Piece work basis TL
- c) Other..... TL

2- DAILY WORKING AND REST PERIODS

In accordance with the time based working conditions, the working hours, weekly start and end times and legal break periods are determined by the Employer by taking into account. the local working hours, local customs and traditions, provided that the working hours remain constant for 40 hours per week, and maximum 10 hours per day including overtime. These are announced to the workers by the Employer and timesheets are provided. Exceeding the 40-hour weekly working time determined by

this agreement is overtime. Overtime periods are paid by increasing the amount of the daily wage per hour by 50%.

3- OTHERS:-The Employer;

- i. shall / shall not pay the workers in advance.
- ii. shall / shall not pay the workers for the days not worked due to climatic conditions, disasters and similar reasons.
- iii. shall take the measures of occupational health and safety of workers and all kinds of measures against occupational accidents and diseases.
- iv. shall keep a record of the employee's payroll and the salary or wages paid to the employee.
- v. shall employ each worker formally and render social security premium payments
- vi. shall keep a record of timesheets for working days or hours of the employee
- vii. shall comply with this contract and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and wellbeing of all employees any other person
- viii. shall maintain a safe and healthy working environment
- ix. shall not employ persons below the age of 18 years
- x. shall not employ forced or compulsory labour
- xi. shall treat all workers equally and fairly.
- xii. Men and women will receive equal wages for equal work.

B. OBLIGATIONS OF WORKERS:

- i. The person shall work as a casual worker with experience and professional knowledge in accordance with the mission and vision determined by the Employer.
- ii. The worker accepted the conditions of this contract
- iii. The working places to be indicated by the employer or his / her representative are the working place in accordance with the employer's decision within the boundaries of the sub project.
- iv. Workers will start working on the date of signing this contract
- v. Workers shall show due diligence and participate in OHS trainings in order to prevent work-related injury, accidents, damage to land, crops, agricultural vehicles and equipment.
- vi. Workers shall not quit the job and work in another workplace without valid excuse as long as the subject of this contract continues by the employer.

vii. Workers shall comply with this contract and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person

viii. The provisions of the Labour Law shall apply to other matters not included in the contract (working hours, leaves etc.)

This contract is arranged in three / four copies and if one of the parties does not fulfil one of its obligations the courts / enforcement offices are authorized.

EMPLOYER'S:

Name (Surname & First Name):

Date:

Signature:

WORKER'S:

Name (Surname & First Name):

Date:

Signature:

Appendix 3: GRIEVANCE REGISTRATION FORM

GROW / GRM...../.....				
(Location)		(Reference No.)		
1. Complainant's Information				
(This information must be provided. The identity of complainants will be kept confidential if they request so.)				
Names and Titles (Dr/Mr/Ms/Mrs)		Signatures	Positions/ Organizations (If any)	Addresses: Contact Tel.
				E-mail:
Authorized Representative?		No <input type="checkbox"/> Yes <input type="checkbox"/>	If yes, Description of Group	
Please indicate how you prefer to be contacted (e-mail, mobile, letter, fax, verbal etc.):				
2. Brief Description of the problem:				
3. Description of the Complaint				
a) Why do you believe that the alleged harm results directly from the COVID-19 Emergency Project?				

b) Do you have any other supporting documents that you would like to share?	
GROW / GRM...../.....	
(Location)	(Reference No.)
4. Previous Efforts to Resolve the Complaint	
(a) Have you raised your complaint with any other authorities? <input type="checkbox"/> No <input type="checkbox"/> Yes If	
Yes (Please, provide the following details):	
When?: _____	
How and with whom the issues were raised? _____	
Please describe any response received from and/or any actions taken by the project level grievance mechanism.	
Please also explain why the response or actions taken are not satisfactory.	
If No, Why?	

(b) How do you wish to see the complaint resolved?

5. Name of the person who completed this form:	Signature:	Date:
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Appendix 4: GRIEVANCE RESOLUTION FORM

GROW /GRM/..... (Location) (Reference No.)			
1. Complainant's Information			
RESPONDENT DETAILS		COMPLAINANT DETAILS	
Full name		Full name	
Address:		Address:	
Phone No. (home/cell) IF ANY		Phone No. (home/cell) IF ANY	
Email:		Email:	
Date of complaint resolution		Location	
SUMMARY OF RESOLUTION			
a) Brief description of Complaint:			
b) Brief description of Resolution:			
GROW /GRM/..... (Location) (Reference No.)			
SIGNATURES			
Chairperson Signature		Complainant Signature	

Name of Chairperson		Name of Complainant	
Date		Date	
Secretary Signature		Witness Signature	
Name of Secretary		Name of Complainant's Witness	
Date		Date	