



**Republic
of Rwanda**



City of Kigali

**RWANDA URBAN MOBILITY IMPROVEMENT (RUMI) PROJECT
Labor Management Plan (LMP)**

October 2024

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List of Abbreviations

EHS	Environmental, Health and Safety
ESF	Environmental and Social Framework
ESMF	Environmental and Social Management Framework
ESS	Environmental and Social Standards
GM	Grievance Mechanism
GRS	Grievance Redress System
LMP	Labour Management Procedures
PMU	Project Management Unit

1 Background

1.1 Background

Kigali, the capital of the Republic of Rwanda, has a population of over 1 million people and an average annual growth rate of 4%. Contributing to 50% of the country's GDP, the City of Kigali (CoK) is the financial and economic hub of Rwanda. There are both motorized and non-motorized transport in the City of Kigali. The motorized passengers transport is split into three modes, namely private car and motorcycles, motorcycle taxis and buses.

The City of Kigali is challenged by an increase in congestion and pollution on its roads, especially during peak periods. This phenomenon is a direct result of an increasing population associated with an exponential increase in private car ownership. Public transport services, consisting of bus, mini-bus taxis, and motorcycle taxis, are poor, largely informal, and uncoordinated.

Public transport buses use six city terminals, which include CBD Downtown terminal, Remera bus terminal, Nyabugogo bus terminal, Nyanza bus terminal, Kabuga bus terminal and Kimironko bus terminal. Among the six bus terminals, Nyabugogo is the only bus terminal under the scope of the Rwanda Urban Mobility Project.

The City of Kigali is working with World Bank to improve mobility in the City of Kigali. The redevelopment of the Nyabugogo Bus Terminal to form a Multimodal Transit Hub has a direct relationship to the development of measures to promote public transport and Non- Motorised Transport (NMT) across Kigali city, including the Dedicated Bus Lane implementation, the prospect of Bus Rapid Transit (BRT) and the development of performance-based contracts between Government and bus operators.

1.2 Scope and Structure of the LMP

The Labour Management Plan (LMP) describes the process of hiring workers and their management ensuring the compliance with the regulations, reporting, roles, supervision and training with respect to labour and working conditions which promote the good working environment. This LMP is prepared to minimize social impacts and health and safety associated with influx of project workers on the host population and ensure provision of safe and healthy working conditions, for such workers consistently with national labour laws and ESS2. This plan covers the following aspects:

How workers will be managed in accordance with the national law requirements and ESS2

- Employment Contract
- Wage Payment and Benefits
- Worker Accommodation
- Terms and conditions of Employment
- Prohibition of Child Labour and Forced Labour
- Non-discrimination and equal opportunity
- Protecting the Workforce
- Worker Grievance Management
- Occupational Health and Safety and environmental protection, and
- Inspection and Reporting.

1.3 Overview of Labor Use on the Project

It is expected that Project will engage the following categories of **project workers** as defined by ESS2:

1.3.1 Project Workers

Direct workers. Direct workers will be independent consultants hired specifically to work in relation to the project and be integrated into the project implementation unit (SPIU). These workers will be engaged through the standard form of Contracts for Consultancy services provided by the World Bank with standard wording. The PMU will have managerial, administrative and coordination roles. The number of PMU personnel and the requirements in terms of their qualifications, experience and competences is yet to be defined, along with the job positions and responsibilities but will be along the line of the following: Project Management, Environmental and Social Specialists, Sub-Project Coordinators, Financial Specialist, Procurement Specialists, Administrative services etc. In a limited number of cases government civil servants will be working in connection with the project, whether full-time or part-time, they will remain subject to the terms and conditions of their existing public sector employment agreement or arrangement, unless there has been an effective legal transfer of their employment or engagement to the project. Such transfer, if any, will be

conducted in accordance with all legal requirements and transferred workers will be subject to all requirements of this LMP.

Contracted workers: Contracted workers will be engaged or employed by third parties' i.e., contractors, sub-contractors and service providers/consultants needed for project implementation, and these imply professionals and support staff provided by the Contractor or Consultants or by any Sub-Contractor or Sub-Consultants assigned to perform the Services or any part thereof.

The contractual and legal relationship between the third parties and the COK will be established through contracts awarded in line with the standard procurement procedures and bidding documents of the World Bank for specific project activities which have a standard wording for labor and working conditions requirements. Due to the size of the contract and required qualification to carry out design and construction activities, it is expected that contracts will be awarded to well-known reputable predominantly national companies or international companies who have already established their operation in Rwanda and abide by and operate under the Rwandan regulatory framework including Labor and Occupational Health and Safety (OHS) laws. Should Contracts be awarded to multiple entities forming a Joint Venture or association alike each company shall be bound by this LMP.

Primary supply workers might be engaged on the project as certain supply of materials (i.e., aggregate and crushed stone, geotextile, gravel, sand etc.) will be required within the project. However, these impacts are not subject to ESS2 but will be looked through the lens of ESS1 and ESS4 and the area covered by relevant management plans (i.e., the Project level ESMF, Sub-Project specific ESMPs and any Contractors management plan, including primary suppliers as required by the ESMF).

Community workers will not be engaged on the project.

1.3.2 Age of Employment

Rwanda has adopted ILO conventions on child labour and incorporated them in the legal system. The minimum age of employment is 16, but the employment relationship with persons under the age of 18 can be established with a consent in writing of a parent provided that work to be performed does not put at risk their health, integrity or education. A person under 18 years of age must present a medical certificate attesting that he/she is capable of performing the activities related to the specific job, and that such activities do not harm his/her health.

As contractors are expected to employ or engage highly qualified, experienced and competent project workers, it is understood that no one under the age of 18 will be employed or engaged. If any contractor employs or engages a person under the age of 18 years, that contractor will not only be terminated and

excluded from the project but will also be reported to the authorities (Labour Inspectorate).

No other restrictions regarding the age of employment will be imposed. The age of workers will not be used as a criterion in deciding on hiring and promoting project workers or terminating their contracts. The contractors will be required to verify the identify and age of all workers. This will require workers to provide official documentation, which could include a birth certificate, national identification card, passport, or medical or school record.

1.3.3 Number of Workers

At the point of preparation of this LMP, the exact number of workers to be hired is not yet known. But it is estimated that around 200 workers including 30 skilled will get employed by this project.

2 Applicable National Labour Law and ESS related to Labour

2.1 Law no. 13/2023, of 25 August 2023

The legislation of the Republic of Rwanda on labor is based on the Constitution of the Republic of Rwanda of 2003 and consists of the Labor Law n° 66/2018 of 30/08/2018 regulating labor in Rwanda and the National Employment Policy (Revised 2019).

The Constitution of the Republic of Rwanda guarantees fundamental human rights relating to labor conditions and occupational health and safety:

- ✚ All Rwandans are born and remain free and equal in rights and duties. Discrimination of whatever kind based on, inter alia, ethnic origin, tribe, clan, color, sex, region, social origin, religion or faith, opinion, economic status, culture, language, social status, physical or mental disability or any other form of discrimination is prohibited and punishable by law.
- ✚ Freedom of association is guaranteed and shall not require prior authorization. Such freedom shall be exercised under conditions determined by law.
- ✚ Every person has the right to free choice of employment. Persons with the same competence and ability have a right to equal pay for equal work without discrimination.
- ✚ The right to form and join trade unions for the defense and the promotion of legitimate professional interests, is recognized. Any worker may defend his or her rights through trade union action under conditions determined by law.
- ✚ The right to strike. Strikes are permitted and shall be exercised within the limits provided for by the law, but the exercising of this right should not interfere with the freedom to work which is guaranteed for every individual.

This labour law is the framework which spells out and protects the fundamental and reciprocal rights and obligations of employers (art. 38 and 39) and employees (Art. 40 and 41). These rights and obligations of an employer and employee under the Rwandan labour law are summarized in Table 2-1 below.

Table 2-1: Rights and obligations of the contractor and workers

	Rights	Obligations
<i>Contractor</i>	<ul style="list-style-type: none"> ▪ Recruit ▪ Give instructions related to the work. 	<ul style="list-style-type: none"> ▪ Provide employment contract/copy.

	Rights	Obligations
	<ul style="list-style-type: none"> ▪ Evaluate employee. ▪ Transfer ▪ Promote ▪ Discipline ▪ Terminate contract. ▪ Modify, extend or cease activities 	<ul style="list-style-type: none"> ▪ Provide agreed work at agreed time and place. ▪ Supervise employee. ▪ Ensure safety and health conditions. ▪ Pay agreed salary on time. ▪ Avoid what can threaten life and safety of company, employees, environment ▪ Contribute social security benefits in Rwanda. ▪ To discuss with employees matters related to work. ▪ Provide professional training. ▪ Provide working equipment. ▪ Notify to labour inspector of work-related accident /death
<i>Workers</i>	<ul style="list-style-type: none"> ▪ To work in safe and healthy conditions ▪ Receive equal salary for work of equal value. ▪ Be provided leave according to the Law. ▪ Join a trade union of his/her choice. ▪ Be trained by employer ▪ To receive information related to the work 	<ul style="list-style-type: none"> ▪ Personally do the work ▪ Performance ▪ Respect employer's instructions or those of his/her representative ▪ Refrain from anything that jeopardizes security. ▪ Keep in good condition assigned tools. ▪ Report on time ▪ Protect interests of the work.

2.2 ESS2: Labor and Working Conditions

ESS2 recognizes the importance of employment creation and income generation in the pursuit of poverty reduction and inclusive economic growth. Borrowers can promote sound worker-management relationships and enhance the development benefits of a project by treating workers in the project fairly and providing safe and healthy working conditions.

The ESS2 obligates the project to

- i. Promote safety and health at work.
- ii. Promote fair treatment, non-discrimination, and equal opportunity of project workers.
- iii. Protect project workers, including vulnerable workers such as women, persons with disabilities, children (of working age, in accordance with this ESS) and migrant workers, contracted workers, community workers, and primary supply workers, as appropriate.
- iv. Prevent the use of all forms of forced labor and child labor.
- v. Support the principles of freedom of association and collective bargaining of project workers in a manner consistent with national law.
- vi. Provide project workers with accessible means to raise workplace concerns.

Respective requirements under ESS2 refer to:

- ✚ Working conditions and management of worker relationships including (a) terms and conditions of employment, (b) non-discrimination and equal opportunity, and (c) workers organization
- ✚ Protecting the work force encompasses the prohibition of forced and child labor
- ✚ Grievance Mechanism outlines the requirements of a GRM accessible to workers
- ✚ Occupational Health and Safety

The WB ESS2 states that the minimum age of employment is 14 years while the Rwandan Labor Law No. 66 of 30/08 (2018) sets the minimum age at which a child can be employed as well as the conditions under which children can work. Article 5 of this Law stipulates that the minimum age for admission to employment is sixteen (16) years. However, a child aged between thirteen (13) and fifteen (15) years is allowed to perform only light works in the context of apprenticeship. Where the child has reached the age of 14, to respect the provisions of articles 64, 65, 66, and 67 of this law, termed as special considerations for persons under the age of 16, he/she may be hired with special authorization from anyone who has parental authority on him/her. However, for the purposes of the Project the minimum working age is 18 years.

ESS2 of the World Bank ESF provides that project workers will not be retaliated against or otherwise subject to reprisal or negative action for reporting a dangerous work situation or removing himself/herself from a dangerous work situation. The CoK SPIU will ensure that all project workers, including those engaged by contractors, will have the right to report and remove themselves from dangerous work situations without being subject to reprisal or negative action including continuing to receive payment until the situation is rectified. This and other provisions of the LMP will be part of the awareness raising and training sessions of the project.

2.3 ESS 4: Community Health and Safety

ESS4 recognizes that project activities, equipment, and infrastructure can increase community exposure to risks and impacts. In addition, communities that are already subjected to impacts from climate change may also experience an acceleration or intensification of impacts due to project activities. The objectives of ESS 4 include:

- ✚ To anticipate and avoid adverse impacts on the health and safety of project-affected communities during the project life cycle
- ✚ To promote quality and safety, and considerations relating to climate change, in the design and construction of infrastructure
- ✚ To avoid or minimize community exposure to project-related traffic and road safety risks
- ✚ To have in place effective measures to address emergency events
- ✚ To ensure that the safeguarding of personnel and property is carried out in a manner that avoids or minimizes risks to project affected community

3 Assessment of Key Potential Labor Risks

The table below presents measures for management of Labour risks for the civil works for construction of the proposed project. The contractor will be responsible for the implementation of the LMP and the development of corrective action for any violations and subsequent administration of appropriate sanctions. The Supervising firms and the PIU will oversee contractor’s implementation of the LMP and applying any sanctions to contractors. During the construction period it is anticipated that the labour force will consist mostly of subcontractors and construction crews.

Table 3-1: Labor risks

Risk	Mitigation Actions
<i>Poor working conditions (lack of contracts, use contracts which are not understood by workers, or use contracts with terms that are different from actual working conditions, unsafe working conditions, underpayment, lack of workers’ rights, etc.)</i>	<ul style="list-style-type: none"> ▪ Make all workers sign contracts which are written in well understood language, with clear terms, and relevant to the actual working and living conditions. ▪ Project workers will be paid on a regular basis as required by the mentioned national law and labour management plan with a principle of “equal pay for equal work” and according to the specification of signed contact. ▪ In the case of subcontracting, the contractor will require such third parties to include equivalent requirements and non- compliance remedies in their contractual agreements with subcontractors. ▪ An appropriate living quarters and good working environment will be provided to workers, sanitation facilities separate for male and female, basic amenities. ▪ All project workers will be provided with one hour for lunch, one day of rest per week, annual leave and sick leave, as required by national law. Working Hours will be 0700 hrs. to 1700 hrs from Monday to Saturday
<i>Harassment</i>	<ul style="list-style-type: none"> ▪ All workers will receive an induction training and sign the contractor’s code of conduct prior to the commencement of the work prohibiting all forms of harassments including Gender Based Violence (GBV), Sexual Abuse (SEA), Sexual Harassment (SH), and Violence Against Children (VAC). Such behaviour shall be prohibited, and sanctions will be provided to

Risk	Mitigation Actions
<i>Child Labour</i>	<p>any worker involved in it. The workers shall be encouraged to report incidents of harassment.</p> <ul style="list-style-type: none"> ▪ Training shall be administered to workers on GBV and GRM in the project. ▪ Workers will be made aware of the GBV-GRM for the project <ul style="list-style-type: none"> ▪ As contractors are expected to employ or engage highly qualified, experienced and competent project workers, it is understood that no one under the age of 18 will be employed or engaged. ▪ If any contractor employs or engages a person under the age of 18 years, that contractor will not only be terminated and excluded from the project but will also be reported to the authorities (Labour Inspectorate). ▪ The contractors will be required to verify the identity and age of all workers. This will require workers to provide official documentation, which could include a birth certificate, national identification card, passport, or medical or school record.
<i>Forced Labour</i>	<ul style="list-style-type: none"> ▪ The contractor will ensure that no forced Labor exists in the project by gathering documents and appropriate proof. ▪ A consent section will be part of the employee signed employment contract. ▪ Contractors will ensure that if Labor is sourced from any subcontracting agency, the workers are not subject to coercion and forced Labor conditions
<i>Labor Influx with the risk of spread of STDs and increase of different form of harassment.</i>	<ul style="list-style-type: none"> ▪ Job opportunities will be extended preferably to local community and hiring of Labor from the host communities will be encouraged. ▪ Maintain Labor relations with local communities through a code of conduct (CoC) ▪ The Code of Conduct must be signed by all categories of workers and will be translated into local language (Kinyarwanda) to ensure everyone understands its content. ▪ Workers and sub-contractors will be trained on the provisions of the CoC about refraining from unacceptable conduct toward local community members, specifically women and informed of the sanctions for noncompliance.

Risk	Mitigation Actions
<i>Occupational Health and Safety</i>	<ul style="list-style-type: none"> ▪ All workers will be trained on HSE before commencement of work and periodically. ▪ A full time HSE officer will be hired in the team to ensure the implementation of the ESMP. ▪ Adequate PPEs will be provided for all their workers. Each worker will wear the PPEs required according to the activity and the hired HSE officer will enforce compliance. ▪ First aid boxes must also be provided at construction site, staging area and mobile (detailed in separate Emergency Response Management Plan of the Project) ▪ The detailed Occupational Health and Safety Plans will be provided in the contractor ESMP. ▪ Report any accident/incidents to the consultant and to the client promptly within 24 hrs. ▪ Contractors must comply with National and international labor legislations. ▪ Every site will have emergency prevention and preparedness and response arrangements for emergency situations. ▪ Maintain a safe working environment including ensuring that workplaces, machinery, equipment and processes under their control are safe and without risk to health, including by use of appropriate measures relating to chemical, physical and biological substances and agents ▪ Management of hazardous waste will be detailed in the waste management plan as part of the ESMP. ▪ The drivers will have valid and required driving license and they will be reminded to implement driving regulations and shall be trained and monitored regularly ▪ Security for workers will be hired at the offices and the construction materials storage sites
<i>Right of Association and Collective Bargaining</i>	<ul style="list-style-type: none"> ▪ Workers have the right to freely form, join or not join a trade union for the promotion and protection of the economic interest of that worker in line with the provisions of national labour law. ▪ Workers have a right to organize and collective bargaining, and representation.

Risk	Mitigation Actions
<i>Arbitrary decisions by the Contractor on Terms of employment</i>	<ul style="list-style-type: none"><li data-bbox="521 254 1414 327">▪ The contractor will ensure that workers are informed of their right of association and collective bargaining<li data-bbox="521 333 1414 489">▪ During the recruitment, the workers will be provided with a clear contract with fair Employment Terms and Conditions in line with the provision of Law N° 66/2018 of 30/08/2018 regulating labour in Rwanda.<li data-bbox="521 495 1414 720">▪ The information and documentation will be provided to the workers at the beginning of the working relationship and when any material changes to the terms or conditions of employment occur including Contract, Code of Conduct and other information provided during induction of the work.<li data-bbox="521 726 1414 793">▪ The project workers will receive written notice of termination of employment

4 Labour Procedures

4.1 Labour Conditions

The Contractor shall ensure decent labour conditions for workers and notably compliance with applicable national law and regulations, and with the fundamental conventions of the International Labour Organisation (ILO). This includes workers' rights related to wages, working hours, rest and leave, overtime, minimum age, regular payment, compensation, and benefits. The Contractor shall respect and facilitate workers' rights to organise and provide a grievance mechanism for all direct and indirect workers. The Contractor shall implement non-discrimination and equal opportunity practices and ensure prohibition of child or forced labour.

The Minimum age for admission to employment is sixteen with the exception where "a child aged between thirteen and fifteen years is allowed to perform only light works in the context of apprenticeship which was not in the repealed law. However, under this project the minimum age shall be 18 years. As per the Rwandan labor law if an employment contract is not in writing, its duration cannot exceed 90 consecutive days. All workers including causal employee under this project shall have written contracts.

4.2 Local recruitment

Local recruitment is defined as the number of positions actually allocated to people residing in the region of the Works, which must be defined by the Contractor in its offer according to relevant criteria by giving priority to populations living in the area of influence or in the immediate proximity of the Project Area. The Contractor shall implement a voluntary local recruitment policy (*see a sample in Annex 1*) for its personnel for the duration of the Works and shall enforce this policy to its Subcontractors.

The Contractor shall demonstrate the effective implementation of the voluntary policy to the Engineer in its monthly activity report. The Contractor shall develop a training program, which will be open to women and men and be adapted to their level of education and needs of each group to occupy the positions proposed during the Works.

Local labour needs shall be estimated prior to the start of Works and described in the Worskite - ESMP with the following information:

- a) Identification of positions that could be filled by local staff and the level of qualification required;
- b) Definition of the planned procedure for the effective recruitment of these members of staff;
- c) Establishment of mechanisms to ensure non-discrimination of women in accessing recruitment procedures. This mechanism must cover the

definition of the positions, the methods of communication on the positions to be filled, etc.;

- d) Deployment schedule for these positions;
- e) Initial training to be provided by the Contractor for each job description.

In order to prevent outsiders from entering the Project Area, local recruitment at the Project site, including at the entrance/gate, is prohibited.

4.3 Local recruitment office:

- Prior to the start of works, in consultation and agreement with the community, the Contractor establishes a local recruitment office in the district where the main Project Area is located, at a location pre-approved by the Engineer.
- A representative of the Contractor shall be present in this office at least two mornings each week, from the start of the Works to a date pre-approved by the Engineer.
- The representative shall provide information on job vacancies with the Contractor for the execution of the Works (required qualifications, duration, and location) and on the information to be provided in applications.
- Lists of local candidates shall be drafted by the representative allocated to the office and forwarded to the Contractor's human resources manager on a weekly basis
- The Contractor's Human Resources manager selects candidates listed by the local recruitment office based on requirements for the Works and the Contractor's recruitment procedures. A written contract between the Contractor and the local Contractor's Personnel is drafted, signed and archived by the Contractor.
- The project area is located near several different communities, thus, the Human Resources manager shall ensure a fair distribution of local recruitment between the different communities, by giving priority to the people affected by the project.
- The Human Resources manager shall ensure that recruitment campaigns in local communities have been spread to women and that the latter have not been discriminated in recruitments.
- The Contractor shall maintain one record per local Contractor's Personnel indicating the hours worked per person allocated to the Works, the type of tasks carried out, the wages paid and any training taken. Records shall be available at the main Project Area at all times, so the Engineer and the authorized representatives of the government can assess the content.

4.4 Transport and Accommodation

The Contractor shall provide or enable access to daily transport for Contractor's Personnel living more than 15 minutes' walk from the Project Area and more than one hour by land transport. The transport shall be organised under conditions which comply with Rwandan regulations, and which ensure the safety of the people transported.

The Contractor shall organise collective transport: pick-up times and locations shall be defined and services organised appropriately.

If the Project Area is moved during the working season and if the Contractor retains the local personnel trained at the start of the Works, the accommodation of the Contractor's Personnel shall be managed by the Contractor:

- a) Within a mobile camp with the other non-local Contractor's Personnel;
or
- b) In villages located near to the mobile Project Area, in this case, each local Contractor's Personnel will receive a housing allowance in addition to his wages. However, the contractor shall closely follow up and ensure that the workers are getting accommodation in a safe place. Besides, each worker needs to sign a code of conduct and trainings provided targeted to avoid GBV/SEA/SH incidents and community conflicts.

4.5 Meals

Food supplies for the meals of the Contractor personnel will exclude any meat obtained from hunting or poaching, with the exception of fish. The Contractor shall provide at least two meals per day to local Contractor's Personnel at reasonable price.

5 Employee Grievance Procedure

A Grievance Redress Mechanism (GRM) shall be established for workers and operating through Grievance Redress Committee (GRC) at the project level. GRC members will be trained by the Client and provided with all required tools and support (e.g. grievance registration logbook) before the start of the project implementation.

The Grievance mechanism shall address workplace concerns specifying procedures as to whom a worker should lodge the grievance, the time frame for receiving a response or feedback and steps to refer to a more senior level, while allowing for transparency, confidentiality, and non-retribution practices.

The mechanism will include at least procedures that:

- ✓ Specify to whom the employee should lodge the grievance.
- ✓ Refers to the time frame allowed for the grievance to be dealt with.
- ✓ Allows the employee to refer to a more senior level within the organization if the grievance is not resolved at the lower level.
- ✓ Includes right to representation.
- ✓ Guarantees non-retribution practice.
- ✓ Does not impede access to other judicial or administrative remedies that might be available under the law or through existing arbitration/dispute resolution procedures if the grievance is not resolved within the organization.
- ✓ Provides for anonymous complaints to be raised and addressed.

The project worker is entitled to give suggestions, remarks and information regarding health and safety at work. He/she may refuse to work with pay if his/her life or safety is endangered or if appropriate measures for the provision of health and safety at work are not in place. The project worker may express his/her concern or raise grievances to the appointed OHS officer or through the workers' representative in the Health and Safety Committee.

The project workers should be informed on available grievance mechanisms upon their employment or engagement. The information should be made available together with the notification on prohibition of harassment and protection of whistle blowers.

Contracted parties should demonstrate their willingness to implement these mechanisms, even if such a requirement is not prescribed by any law of the domicile country. The Supervision Consultant will monitor the contractors' recording and resolution of grievances, and report these to PMU in their monthly progress reports.

The workers grievance mechanism will be described in staff induction trainings, which will be provided to all project workers. The mechanism will be based on the following principles:

- The process will be transparent and allow workers to express their concerns and file grievances.
- There will be no discrimination against those who express grievances, and any grievances will be treated confidentially.
- Anonymous grievances will be treated equally as other grievances, whose origin is known.
- Management will treat grievances seriously and take timely and appropriate action in response.

Information about the existence of the grievance redress mechanism will be readily available to all project workers (direct and contracted) through notice boards, the presence of “suggestion/complaint boxes”, and other means as needed.

The Project workers’ grievance mechanism will not prevent workers to use conciliation procedure provided in the law.

Annexes

Annex 1	Local Recruitment Policy
Annex 2	Format for report on compliance with conditions of work with ESS2 for third parties engaging contracted workers
Annex 3	Third Parties Statement (Potential Subcontractors and Service Providers) on Compliance with Provisions of Labor Legislation and The Project's LMP
Annex 4	Code of Conduct

Annex 1: Local Recruitment Policy

The company is expected to create opportunities for local employment, training, and skills enhancement in project areas. The company should adopt a fair and consistent approach to the recruitment, assessment and selection of local employees based on merit (educational qualifications, relevant skills, and experience) and equal employment opportunities for both men and women.

a) Non-Discrimination and Equal Opportunity during selection of project workers

- **Eligibility:** All locals seeking employment will be required to be 18 years of age and provide a National Identity (ID) card
- **Sourcing potential employees:** Recruitment of workers will be done via adverts through the offices of Locational and Sub-locational Chiefs.
- The company will not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements.
- The company will base the employment relationship on the principle of equal opportunity and fair treatment and will not discriminate 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, and disciplinary practices.
- The company will take measures to prevent and address harassment, intimidation, and/or exploitation, especially in regard to women. The principles of non-discrimination apply to all workers.
- The Company will ensure non-discrimination of Vulnerable Individuals and Households individuals and households such as PLWD, and widows, among others.
- Where possible. Company will prioritise and reserve certain opportunities for Vulnerable persons such as, PLWDs and widows, among others.
- The company will comply with the Employment Act 2007 and ESS 2 to ensure there is no forced labour, discrimination in employment and sexual harassment.

b) Protecting the Work Force

- **Child Labour:** The company will not employ any person under the age of 18 years. All locals seeking employment will be required to provide a National Identity (ID) card.
- **Forced Labour:** The company will not employ forced labour, which consists of any work or service not voluntarily performed that is exacted from an individual under threat of force or penalty. This covers any kind of involuntary or compulsory labour, such as indentured labour, bonded labour, or similar labour-contracting arrangements. The company will not employ trafficked persons.
- **GBV-SEA/SH** – The Company will implement a GBV-SEA/SH action plan and introduce a worker Code of Conduct as part of the employment contract, to be signed by all with physical presence on site, and to include sanctions for non-compliance (e.g., termination). The company will ensure mandatory trainings regarding GBV -SEA/SH to be provided to all project workers including temporary and casual workers.
- **Occupational Health and Safety:** The company will provide a safe and healthy work environment, taking into account inherent risks in its particular sector and specific classes of hazards in the client's work areas, including physical, chemical, biological, and radiological hazards, and specific threats to women. The company will take steps to prevent accidents, injury, and disease arising from, associated with, or occurring in the course of work by minimizing, as far as reasonably practicable, the causes of hazards. In a manner consistent with good international industry practice, as reflected in various internationally recognized sources including the World Bank Group Environmental, Health and Safety Guidelines, the client and company will address areas that include the
 - identification of potential hazards to workers, particularly those that may be life-threatening;
 - provision of preventive and protective measures, including modification, substitution, or elimination of hazardous conditions or substances;
 - training of workers;
 - documentation and reporting of occupational accidents, diseases, and incidents in compliance to the incident

reporting and investigation protocol detailed in the ESMF;
and

- emergency prevention, preparedness, and response arrangements.

c) HSE Training

- At a minimum, the following training shall be provided to all new recruits and contractors:
 - Safety Induction
 - Hazard Identification
 - Basic First aid
 - Basic Fire safety
 - Basic Electricity safety
 - Gender awareness
 - HIV awareness
 - Drug abuse sensitization
 - Overall code of conduct and community relations
 - GRM access

Annex 2: Format for report on compliance with conditions of work with ESS2 for third parties engaging contracted workers.

Assignment name:
Contract ref. No:
Contract period: Start date (M/D/Y) End date (M/D/Y)
Contractor/Service Supplier:
Reported period:
Date of report:
Signature of authorized person:
Number of local hires:
Number of women hired:
Number of casual day workers employed:

Labor and Working Conditions Compliance Report

Company employees* statistics:

Total number of employee's gender disaggregated: M_____F_____

Number of employees with an employment contract out of total number of employees

Number of employees without an employment contract out of total number of employees

Number of employees with access to social security, pension and health insurance out of total number of employees

Number of employees who receives wages/salaries at least once a month out of total number of employees

Number of employees who left the company in the reported period out of total number of employees

Number of employees hired in the reported period

Number of hours worked per employee (monthly average)

Total overtime (monthly average per employee)

- Number of injuries at work (in reporting period and cumulative since contract start) out of total nr. of employees
- Number of fatalities at work (in reporting period and cumulative) out of total nr. of employees
- Number of reported violence out of total nr. of employees
- Number of reported harassment/ abuses out of total nr. of employees

Availability of an accessible and functioning employee grievance mechanism (Y/N)

Number of grievances raised with the GM (in reporting period and cumulative since contract start)

Number of grievances resolved by GM (in reporting period and cumulative since contract start)

Number of suits filed with regard to labor, employment and OHS issues

Number of disputes brought to peaceful settlement/ voluntary arbitration procedure

Number of visits by labor/ OHS inspection --results

*The employee is any natural person employed or engaged to work or perform service for the employer

1 The number of employees refers to the actual number/headcount on the date of the report.

2 The numbers imply the total number of incidents in the reported period.

Project workers statistics:

- Total number of project workers**:
- Number of project workers with an employment contract:
- Number of project workers without an employment contract:
- Number of project workers with access to social security, pension and health insurance verified by confirmation from registry:

Working and Labor Conditions Screening Check List

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	Terms and conditions	Yes / No	Notes
1	All project workers have an employment contract or engagement agreement in writing.	Yes <input type="checkbox"/> No <input type="checkbox"/>	If "No" please specify and explain
2	All project workers are paid at least once a month	Yes <input type="checkbox"/> No <input type="checkbox"/>	If "No" please specify and explain
3	All project workers worked 8 hours a day, 40 hours a week	Yes <input type="checkbox"/> No <input type="checkbox"/>	If "No" please explain and specify the hours worked
4	All project workers had a regular daily and weekly rest	Yes <input type="checkbox"/> No <input type="checkbox"/>	If "No" please specify and explain
5	Number of project workers were terminated from employment with termination in line with national labor law and ESS2	Yes <input type="checkbox"/> No <input type="checkbox"/>	If "Yes" please specify number and explain conditions of termination
6	Number of project workers attended OHS related training programme	Yes <input type="checkbox"/> No <input type="checkbox"/>	If "Yes" please specify number and explain
7	Project workers were granted leaves they are entitled to	Yes <input type="checkbox"/> No <input type="checkbox"/>	If "Yes" Please specify the type and number of leaves

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	Terms and conditions	Yes / No	Notes
8	Project workers were involved in accidents at work resulting in injuries or fatalities	Yes <input type="checkbox"/> No <input type="checkbox"/>	If "Yes" please specify and explain
9	Project workers reported on cases of discrimination, harassment, sexual harassment or non-compliance with law	Yes <input type="checkbox"/> No <input type="checkbox"/>	If "Yes" please specify and explain
10	Project workers raised grievances or started voluntary arbitration / legal proceedings to settle a dispute	Yes <input type="checkbox"/> No <input type="checkbox"/>	If "Yes" please specify and explain
11	In the reported period there were some incidents on noncompliance with the LMP	Yes <input type="checkbox"/> No <input type="checkbox"/>	If "Yes" please specify and explain

Annex 3: Third Parties Statement (Potential Subcontractors and Service Providers) on Compliance with Provisions of Labor Legislation and The Project's LMP

Date and place of issuance: _____

Name and address of the issuer (Bidder): _____

Statement of Legal and Regulatory Compliance

Hereby we declare that

- We are aware of, and comply with, the standards laid down in the Labor Management Procedures;
- We conform to all national laws* and applicable regulations concerning employment, labor and employee relations, and labor and working conditions;
- We are committed to providing a safe and healthy environment for our employees and to implementing all occupational health and safety requirements as stipulated by national legislation, including allowing workers to remove themselves with pay from situations they consider dangerous;
- We do not tolerate any form of child, forced or slavery work.
- We prohibit any form of harassment, sexual harassment, abuse, violence, including Gender Based Violence (GBV) and sexual exploitation and abuse at work, and all violence against children including any sexual relationship with minors.
- We forbid direct or indirect discrimination against any employee or groups of employees on any ground and for whatever reason.
- We confirm that a worker GM is available
- We confirm that no worker GM is available but will be established by the time the contract is signed.
- We confirm that workers can submit their concerns anonymously and will not suffer any form of retaliation.

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- We confirm that we will adopt and enforce a Code of Conduct satisfactory to the Project Management

We hereby state that should we be awarded with the contract; we shall adopt the Labor Management Procedures applicable to the project and incorporate them in our practice.

We understand that the failure to respect any of the above stated commitments could lead to termination of the contract and exclusion from the project.

Signature:

Name:

Position:

Annex 4: Code of Conduct

Code of Conduct to be signed by individual workers (skilled and unskilled, casual, or no casual)

Preventing Gender Based Violence (GBV) and Violence against Children (VAC)

I, _____, acknowledge that adhering to environmental, social health and safety (ESHS) standards, following the project's occupational health and safety (OHS) requirements, and preventing gender-based violence (GBV) and violence against children (VAC) is important. All forms of GBV or VAC are unacceptable, be it on the work site, the work site surroundings, at worker's camps, or the surrounding communities.

The company considers that failure to follow ESHS and OHS standards, or to partake in GBV or VAC activities, constitute acts of gross misconduct and are therefore grounds for sanctions, penalties and potential termination of employment at the discretion of the Company. Prosecution of those who commit GBV or VAC may be pursued if appropriate.

I agree that while working on the project I shall:

- Attend and actively partake in training courses related to ESHS, OHS, HIV/AIDS, GBV
- and VAC as requested by my employer.
- I 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's environmental and social management plan (CESMP).
- Implement the OHS 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.
- Treat women, children (persons under the age of 18), and men with respect regardless of race, color, language, religion, political or other opinion, 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 children—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.
- Not engage in sexual harassment—for instance, making unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct, of a sexual nature, including subtle acts of such behavior. Ex. 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 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 “nonconsensual” within the scope of this Code.
- Endeavor to report through the GRM (Grievance Redress Mechanism) or to my manager any suspected or actual GBV or VAC by a fellow worker, whether employed by my employer or not, or any breaches of this Code of Conduct.

With regard to children under the age of 18:

- Wherever possible, ensure that another adult is present when working in the proximity of children.
- Not invite unaccompanied children unrelated to my family into my home, unless they are at immediate risk of injury or in physical danger.
- Not sleep close to unsupervised children unless absolutely necessary, in which case I must obtain my supervisor's permission, and ensure that another adult is present if possible.
- Use any computers, mobile phones, or video and digital cameras appropriately, and never to exploit or harass children or to access child pornography through any medium (see also “Use of children's images for work related purposes” below).
- Refrain from physical punishment or discipline of children.
- Refrain from hiring children for domestic or other labor which is inappropriate given their age or developmental stage, which interferes with their time available for education and recreational activities, or which places them at significant risk of injury.
- Comply with all relevant local legislation, including labor laws in relation to child labor.

Use of children's images for work related purposes

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

Sanctions

I understand that if I breach this Individual Code of Conduct, my employer shall take disciplinary action which could include:

- Informal warning.
- Formal warning. Additional Training.
- Loss of up to one week's salary.
- Suspension of employment (without payment of salary), for a minimum period of 1 month up to a maximum of 6 months.
- Termination of employment.
- Report to the police if warranted.

Mistaken belief regarding the age of the child and consent from the child is not a defence.

I understand that it is my responsibility to ensure that the environmental, social, health and safety standards are met. That I shall adhere to the occupational health and safety management plan. That I shall avoid actions or behaviours that could be construed as GBV or VAC. Any such actions shall be a breach this Individual Code of Conduct. I acknowledge that I have received training on the COC and had an opportunity to ask questions and knows whom to ask in case of doubt or suspected violation.

I do hereby acknowledge that I have read the foregoing Individual Code of Conduct, do agree to comply with the standards contained therein and understand my roles and responsibilities to prevent and respond to ESHS, OHS, GBV and VAC issues. 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 and may affect my ongoing employment.

Signature: _____

Name: _____

Title: _____

Date: _____

Contractor: _____

Supervisor: _____

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Date: _____