

# **LABOUR MANAGEMENT PROCEDURES**

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DRAFT April 25, 2023

**FIJI:**  
**Tourism Development Project in Vanua Levu (P178694)**

**Ministry of Tourism and Civil Aviation**

## ABBREVIATIONS AND ACRONYMS

E&S	Environmental and Social
ERA	Employment Relations Act
ESF	Environmental and Social Framework
ESMP	Environmental and Social Management Plan
ESS	Environmental and Social Standards
GBV	Gender Based Violence
GM	Grievance Mechanism
GOF	Government of Fiji
IA	Implementing Agency
LMP	Labour Management Procedures
MTCA	Ministry of Tourism and Civil Aviation
PMU	Project Management Unit
SEA/SH	Sexual Exploitation and Abuse/Sexual Harassment
SEF	Stakeholder Engagement Framework
TDPVL	Tourism Development Project in Vanua Levu
TMP	Tourism Master Plan
WB	World Bank
WGM	Workers Grievance Mechanism

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## **A. INTRODUCTION/PROJECT DESCRIPTION**

1. The Government of Fiji (GoF) is seeking US\$60 million in project financing for Phase I of the Fiji Tourism Development Program in Vanua Levu (the Project). The program has two main aims: a) to improve the resilience and sustainability of the tourism industry, including short-term recovery and longer-term diversification and high-value growth; and b) to facilitate the execution of existing Government plans.
2. The Project is the first phase of a 3-phase tourism development program in Vanua Levu that will support the realization of Fiji's national development, private sector growth, and green growth plans. The Project aims to set the foundations for sustainable tourism in Vanua Levu. The Ministry of Tourism and Civil Aviation (MCTA) will be the primary Implementing Agency (IA).
3. The Project (Phase I) will run for six years. It will directly tackle the major barriers to tourism growth, namely, the insufficient transport infrastructure and essential services, uncoordinated plans and institutions, and a cumbersome business environment. Project investments will identify and rollout: a) the upgrade of key infrastructure (for example, improving the configuration, coordination, and safety at Savusavu and Labasa airports) and selective no-regret investments in essential facilities (such as solid waste management, wastewater treatment, medical clinics, and renewable energy); b) support tourism master planning, sector and destination coordination activities, micro, small, and medium tourism enterprises (MSME) recovery and expansion to enhance services and products, access to finance, and skills development, particularly targeting women and youth, piloting public private partnership (PPP) approaches for further roll out; and c) institutional capacity building to support deeper engagements in subsequent phases.
4. Phase II will put physical and social capital infrastructure in place, building on findings from the feasibility studies in Phase I to support viable and critical mid-size investments in infrastructure and essential services, especially to open new areas for tourism investment; deepen and expand tourism sector and destination coordination and institutionalize skills training, destination awareness, and access to finance for tourism private sector development and product development. It will scale up successful interim interventions and potentially make them permanent.
5. Phase III will support the full rollout of the investments, coordination mechanisms and policy reforms identified in the sustainable tourism master plan. It will continue institutionalizing sector coordination and facilitating sustainable financing for tourism products to consolidate sector gains and growth. Building on the previous two Phases, this final Phase will see more longer-term outcomes, such as improved infrastructure connectivity, increased tourism revenue and tourism-related jobs, and increased community benefits from integrated tourism development in Vanua Levu.
6. This Stakeholder Engagement Plan (SEP) is prepared for Phase I and can be updated for use in succeeding phases. As committed under the Environmental and Social Commitment Plan (ESCP) of this Project, this will be updated within 30 days upon project effectivity.

## **B. OVERVIEW OF LABOUR USE ON THE PROJECT**

### **B.1 Number and Characteristics of Project Workers**

7. Project activities are foreseen to involve (i) direct workers: including government civil servants and consultants to work in the PMU, (ii) contracted workers: including white collar workers (i.e. administrators and specialists) involved in TA activities and labourers who participate in labour-intensive works under Component 2. It is expected that the contractors will be hiring local workers including workers from host communities but none will function as community workers. The Project will pursue equal job opportunities principle; project workers are expected to be a mix of males, females, and members of the LGBTQ+ community who are above 18 years old. For construction activities, the Project will provide the number of workers, inclusive of skilled and unskilled labour, engineers and supervising personnel, once the designs are completed.

8. Primary supply workers may be involved with the delivery of Component 2; through provision of project goods or materials essential for project infrastructure activities.

9. To implement the Project, MCTA will establish a Steering Committee (SC) at the Permanent Secretary level to oversee project management. The SC will be composed of the following members: (to be filled out later), all of them are regular/permanent civil servants. A TDPVL Management Unit (PMU) will be established during project preparation under the MCTA and assume overall responsibility for the project's execution, oversight, and coordination through the relevant line ministries (economy, commerce, fisheries, forestry, environment, and so on) and the Northern Division Administrative Authority, Savusavu Town Council and Labasa Town Council, the provincial and local administration responsible for specific project activities. The PMU will manage the day-to-day project activities through the engagement of a Project Manager and assisted by an E&S Specialist, an Environmental Officer, a Social Officer, a Financial Management Specialist and a Procurement Officer. MCTA is also expected to hire additional technical consultants in the various stages of the project to ensure that ESF plans are complied with and monitored.

## **B.2 Timing of Labour Requirements**

10. MCTA staff who will be tasked with project implementation are expected to work full time and throughout the project duration. Contracted workers will be working as needed within the duration of the project and subproject activities, following the country's labour law<sup>1</sup>, which is at par with international standards for protecting workers' rights and safety including with the provisions of ESS 2.

## **B.3 Contracted Workers**

11. TDPVL will have two types of contracted workers. First, the contracted technical experts that will support the PMU. Second, the contractors who will be provide technical advisory services under Component 1, skills development under Component 1 and 3, and for construction-related activities under Component 2. At least 813 contracted workers spread across the six-year period of Phase 1 are expected to be mobilized for the Project, 689 of which during the first two years.

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<sup>1</sup> Employment Relations Act of 2007, as amended in 2020. The Act governs the terms and conditions of employment such as working hours, holidays, rest periods, wages, overtime, leave and termination of employment, etc. Other laws that govern labour relationships are the Employment (Administrative) Relations Regulations of 2008 and the Employment Relations (National Minimum Wage) Regulations of 2015.

12. Labour influx is not expected as individual subprojects require minimal to moderate labour requirements and most workers will also come from the project area.

**Table 1.: Employment generated during construction**

Labour	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
<b>Technical Advisory Services</b>	25	5	5	5	5	5
<b>Capacity-Building/Skills Development</b>	5	15				
<b>Construction</b>						
Savusavu Engineered Landfill						
<i>Skilled</i>	30	30	8	8	8	8
<i>Unskilled</i>	70	55	15	15	15	15
Cross Island Road Infrastructure						
<i>Skilled</i>	50	50				
<i>Unskilled</i>	80	80				
Cityscape Improvements						
<i>Skilled</i>	50	50				
<i>Unskilled</i>	40	40				
Energy (Installation of solar panels, etc)						
<i>Skilled</i>	8	2	2	2	2	2
<i>Unskilled</i>	3	1	1	1	1	1
<b>Total</b>	<b>361</b>	<b>328</b>	<b>31</b>	<b>31</b>	<b>31</b>	<b>31</b>

#### B.4 Migrant Workers

13. No migrant workers, domestic or international, are foreseen to be engaged by the project.

#### C. ASSESSMENT OF KEY POTENTIAL LABOUR RISKS

14. The Project identifies the following E&S risks associated with labour and working conditions:
- Risk of child labour
  - Risk of child labour, forced labour and serious safety issues on the side of primary suppliers
  - Gender-Based Violence (GBV) and Sexual Exploitation and Abuse/Sexual Harassment (SEA/SH) incidents between construction workers and or between workers and host communities / settlement residents
  - lack of transparency in local hiring processes and exclusion or discrimination against vulnerable or marginalized workers who seek job opportunity (such as women, LGBTQ, PWD and others). Since majority of the subprojects will be heavy on construction, it is probable that most of the workers to be hired are males, therefore causing a wider gender gap in terms of labour and employment.
  - Risks of unfair labour practices with most workers expected to be hired locally, e.g., lack of contracts between workers and contractors, non-compliance with the minimum wage standards, non-compensation for overtime work rendered, and non-adherence to occupational safety and health standards
  - Risk of strikes and other industrial actions if the employment relations are not handled properly
  - Cases of discrimination in posting of job vacancies and hiring of applicants might be present

- h) Health and safety risks leading to injury; lost livelihood, income and life as a result of work injury
- i) Exposure to Covid-19 and other communicable diseases

15. These risks mostly respond to construction activities associated with Component 2 where potential employment generation and work opportunities for the host community/people will be prioritized as part of the component design. The Project will include the requirement that contractors adopt labour intensive approaches and employ semi-skilled and skilled local residents (including men, women and those with disability, depending on the type of work anticipated from each). Local labour will be given capacity building and training, and public participation exercises focusing on occupational health and safety (OHS) and the workers code of conduct.

16. To mitigate and prevent these risks, the Project has prepared and will implement this LMP. The LMP aims to identify key aspects of labour planning and management including how the project will protect and support i) working conditions and management of worker relationships, ii) protecting the workforce, iii) a worker grievance mechanism, iv) include a COVID safety protocol if applicable v) a code of conduct for prevention and mitigation of: GBV, SEA/SH, and Sexually Transmitted Infections (STIs) and vi) incident reporting, and vii) mandated age verification procedure for all workers. LMP implementation will be incorporated in construction/civil works contracts and form part of the ESCP commitments.

#### **D. BRIEF OVERVIEW OF LABOUR LEGISLATION: TERMS AND CONDITIONS**

17. The Employment Relations Act 2007 (ERA 2007), last amended as of 2021. The Act governs the terms and conditions of employment such as working hours, holidays, rest periods, wages, overtime, leave and termination of employment, etc. ERA 2007 has a number of subsidiary legislations and regulations that govern labour relationships such as the Employment (Administrative) Relations Regulations of 2008, the Employment Relations (National Minimum Wage) Regulations of 2015 and the Hazardous Occupations Prohibited to Children under 18 Years of Age Order of 2013. Fiji laws on labour fully complies with all labour standards and ILO conventions and considered one of the best and most progressive in the world as evidenced by the use of ERA 2007 as a model legislation at the ILO training center in Turin, Italy.<sup>2</sup>

18. ERA 2007 provides a statutory framework which promotes the welfare and prosperity of all Fiji's people by:

- a. Creating minimum labour standards that are fair to workers and employers alike, and to build productive employment relationships,
- b. Helping prevent and eliminate direct and indirect discrimination in employment on the basis of race, color, gender, sexual orientation, age, physical or mental disability, HIV/AIDS status, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin,
- c. Providing a structure of rights and responsibilities for parties engaged in employment relations to regulate the relationship and encourage bargaining in good faith and close observance of agreements as well as effective prevention and efficient settlement of employment related disputes,

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<sup>2</sup>Annual Report. Ministry of Labour, Industrial Relations and Employment. 2010.

- d. Establishing the mediation services, the employment relations tribunal and the employment relations court to carry out their powers, functions and duties,
  - e. Encouraging consultation between labour and management in the workplace for better employment relations and productivity improvement,
  - f. Complying with international obligations and giving effect to the Constitution
19. Per Part 2, Section 6, the fundamental principles and rights are:
- a. Subsection 1. No person shall be required to perform forced labour.
  - b. Subsection 2. No person shall discriminate against any worker or prospective worker on the grounds of ethnicity, color, gender, religion, political opinion, national extraction, sexual orientation, age, social origin, marital status, pregnancy, family responsibilities, state of health including real or perceived HIV status, trade union membership or activity, or disability in respect of recruitment, training, promotion, terms and conditions of employment, termination of employment or other matters arising out of the employment relationship.
  - c. Subsection 2 does not preclude any provision, program, activity or special measure that has as its object the improvement of conditions of disadvantaged individuals or groups, including those who are disadvantaged on the grounds enumerated in Subsection 2.
  - d. Subsection 3. Every employer shall pay male and female workers equal remuneration for work of equal value.
  - e. Subsection 4. A worker is not obliged to join a trade union.
  - f. Subsection 5. No employer may make it a condition of employment that a worker must not be or become a member of a trade union, and no written law shall prohibit a worker from being or becoming a member of a trade union.
  - g. Subsection 6. Any condition specified in Subsection 5 in an employment contract or in any written law is void.
20. Policy on Sexual harassment (Section 76)
- a. Subsection 1. An employer is liable, together with a worker who sexually harasses another worker, if the employer fails to take the reasonable steps necessary to prevent sexual harassment of the employer's worker.
  - b. Subsection 2. An employer must develop and maintain a policy to prevent sexual harassment in his or her workplace, consistent with any national policy guidelines under Subsection 3.
  - c. Subsection 3. The Minister may direct the Board to develop a national policy guideline for preventing sexual harassment in workplaces.
  - d. Subsection 4. Where a complaint of sexual harassment has been made by a worker under this section, the worker's previous sexual experience or reputation must not be taken into account by the employer or a court or tribunal.
21. Policy on Children/Child Labour (Section 90-93)
- a. Section 90 aims to (i) prohibit work which, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of children; (ii) establish the circumstances and ages at which children may work; and (iii) to confer certain rights on children and provide protection in view of their vulnerability to exploitation.
  - b. Section 91 prohibits worst forms of child labour, such as (i) all forms of labour slavery or practices similar to slavery, such as the sale and trafficking of children, debt bondage and any form of forced or compulsory labour, including forced or compulsory recruitment of children in armed conflict; (ii) the use, procuring or offering of a child for illicit activities in particular for the production and trafficking of drugs as defined in relevant international treaties; or (iii) the use,



procuring or offering of a child for prostitution, for the production of pornography or for pornographic performances, and a person who engages a child in such prohibited form of child labour commits an offence.

- c. Section 92 establishes the age of 15 years as the minimum age for employment of children.
- d. Section 93 states that a child under the age of 15 years must not be employed in any capacity other than in accordance with “subsection (2)”<sup>3</sup> and a person who contravenes this subsection commits an offence.

## 22. Policy on Working Hours

- a. The regular working hours shall not exceed 48 hours (exclusive of overtime) in a week and the daily working hours shall not exceed 8 hours per day for a 6-day workweek and 9 hours for a 5-day workweek.
- b. In case, the weekly working hours are fixed by employment contract at 45 hours (exclusive of overtime), in such a scenario also the daily working hours shall be fixed between the employer and employee, such that those hours are worked on not more than 5 days of the week.
- c. Employees working in managerial or executive positions or certain employees employed by reason of special qualifications, experience, etc. are not subject to the above-mentioned working hours limitation.

## 23. Policy on Overtime

- a. Any work performed beyond 8 hours per day for a 6 day work week or 9 hours per day for the 5-day workweek or beyond 48 hours and 45 hours respectively per week is considered overtime.

## 24. Policy on Pay

- a. The pay structure for overtime work varies from industry to industry and it is determined by the wage council under the Employment Relations Act 2007. There is no general overtime pay structure that is subjected to all industries. Below are the overtime pay structures listed.
- b. Overtime Pay Structure for various industries –
  - i. Mining and Quarrying Industry – 1.5 times for the first 4 hours worked overtime. 2 times for overtime work more than 4 hours.
  - ii. Wholesale and Retail Trade – 1.5 times the normal hourly rate of pay for the first 2 hours and thereafter at 2 times the normal hourly rate of pay.
  - iii. Manufacturing Industry – 1.5 times for the first 4 hours worked in overtime. 2 times for overtime work more than 4 hours.
  - iv. Hotel and Catering Trades – 1.5 times for the first 4 hours worked overtime. 2 times for overtime work more than 4 hours.
  - v. Building & Civil & Electrical Engineering Trades – 1.5 times for work on weekdays including Saturday. For work, post-midnight employees shall be paid 2 times the hourly rate of pay.

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<sup>3</sup> (2) Subsection (1) does not apply to a child of 13 to 15 years of age engaged in employment or light work or in a workplace in which members of the same family or of communal or religious group are employed provided that- (a) the employment is not likely to be harmful to the health or development of the child; and (b) the employment is not such as to prejudice the child’s attendance at school, participation in vocational orientation or training programmes approved by a competent authority or capacity of the child to benefit from the instruction received.

- vi. Garment Industry – on any working day or a Saturday employees shall be paid 1.5 times the normal hourly rate of pay for the first 4 hours and thereafter 2 times the normal hourly rate of pay.
- vii. Sawmilling and Logging Industry – 1.5 times for the first 3 hours worked overtime. 2 times for overtime work more than 3 hours.
- viii. Security Services – 1.5 times for the first 4 hours worked overtime. 2 times for overtime work more than 4 hours.
- ix. Road Transport Wages – 1.5 times for the first 4 hours worked overtime. 2 times for overtime work more than 4 hours.
- x. Printing Trades – 1.5 times for the first 4 hours worked overtime. 2 times for overtime work more than 4 hours.

25. Policy on Employment Grievances

- a. Section 109 provides for grievance procedures for workers to pursue employment grievances either personally or through the assistance of a representative.
- b. Section 110 mandates that an employment contract must (i) contain procedures for settling an employment grievance, including confidentiality and natural justice; and (ii) where possible, in the case of sexual harassment complaints, the need for women to be represented on the grievance panel.
- c. Section 111 states that a worker who believes that he or she has an employment grievance may pursue the grievance procedure in person, and may be assisted by a representative.

**E. RESPONSIBLE STAFF**

26. The Permanent Secretary of MCTA has overall responsibility over the implementation of the LMP. At each subproject, the contractor is responsible, under the supervision and monitoring of the PMU assigned staff.

27. Except for those under the responsibility of the contractors, the MCTA has assigned the following tasks to the following:

Task	Responsible
Engagement and management of project workers at the PMU	Permanent Secretary through the Director of Tourism, MTCA
Engagement and management of contractors /subcontractors	TDPVL Project Manager, MTCA, and PMU E&S team
Occupational health and safety (OHS) of PMU workers	TDPVL Project Manager and E&S specialist, MTCA
OHS of contracted workers	Contractors, supervised and monitored by project

	officers assigned by the PMU
Training of workers	Contractors, supervised and monitored by project officers assigned by the PMU
Addressing worker grievances	Contractors, supervised and monitored by project officers assigned by the PMU

## F. POLICIES AND PROCEDURES

28. The policies and procedures outlined in the ERA 2007 and its subsidiary legislations as well as in the WB ESS2 will be adopted by the project to manage the risks described previously. Specifically, the project will ensure that:

- a. Clear job descriptions will be provided and posted in advance of recruitment and will explain the qualifications and skills required for each post.
- b. Recruitment procedures will be open and transparent and non-discriminatory with respect to ethnicity, religion, sexuality, disability or gender.
- c. Applications for employment will only be considered if submitted via the official application procedures established by the contractors and implementors.
- d. All workers will have written contracts describing terms and conditions of work and will have the contents explained to them, and if possible, be translated into the language that they speak and understand. The employment contract will be signed by the contractor and the employee and should be duly notarized and shall contain: (1) the tasks/responsibilities by the employer and employee; (2) compensation and leave benefits; (3) timelines.
- e. The contracted workers will not be required to pay any hiring fees.
- f. All workers will be 18 years old or above. This will be required from all contractors and in the hiring in PMU.
- g. Normal working time will not exceed 48 hours per week.
- h. The contractors and workers will undergo an orientation on occupational safety and health, labour laws, human rights, and gender sensitivity.

### F.1 Occupational Health and Safety (OHS)

29. The relevant international laws, national laws especially the Health and Safety at Work Act 1996 and its associated and subsidiary legislations and administrative issuances which serve guidelines for government agencies to ensure good working conditions of the workers shall be followed. The Project shall ensure that the workers are well protected against possible OHS risks through the following measures:

- a. Identification of potential hazards to workers within their respective area;
- b. Provisions of preventive and protective measures;
- c. Training of workers on safety measures and conduct of drills in case of calamities;
- d. Documentation and reporting of occupational incidents;
- e. Emergency preparedness;
- f. Remedies for occupational injuries and fatalities;
- g. Procedures for OHS complaints resolutions.

30. The Project will also abide by the government and WB's implementation guidelines for civil works during pandemic.

## **F.2 Labour disputes over terms and conditions of employment**

31. Fair, reasonable and lawful terms and conditions shall be applied in the contract provisions of all project workers to prevent labour disputes. Moreover, there will be an efficient grievance mechanism to address any issues that may arise during the existence of the contract. The guidelines provided under GRM Section hereof shall be strictly observed to resolve work-related disputes including terms and conditions of employment.

## **F.3 Sexual Exploitation and Abuse/Sexual Harassment**

32. During procurement of the contractor, the PIU will ensure that all contractors have in place a code of conduct (see Annex A for Sample Generic Code of Conduct for Contractors) for all its workers and subcontractors that respects women and girls and prohibits all forms of gender-based violence including verbal sexual harassment. During subproject implementation, the contractor will ensure that (i) all workers are aware of these codes of conduct through trainings, seminars, or orientations, and (ii) signage and posters in key areas in the construction site are put up.

33. To ensure understanding and compliance on SEA/SH requirements, all GM focal points of subproject contractors will undergo an orientation on the Project GM and LMP to be organized and run by the PMU social officer, which will be a condition prior to commencement of any civil works.

## **F.4 Age of Employment**

34. Considering the scope and nature of subproject activities, the Project will ensure that no worker under the age of 18 will be hired. Proper procedure in the screening, with age verification, shall be undertaken in the selection of workers to ensure that no child shall be employed in the implementation of the project. Likewise, all contracts must have a provision as to the minimum age requirement and the hiring authority shall keep a labour registry of all hired workers.

## **F.5 Terms and Conditions**

35. The employment terms and conditions should be explicitly stated in the contractors' and workers' individual contracts, and should be aligned with the country's labour laws and ESS2<sup>4</sup>. At the minimum, the terms and conditions shall include the following:

- a. The terms of the labour contract
- b. Works content
- c. Labour protection and working conditions
- d. Remuneration for labour

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<sup>4</sup> The Project will ensure consistency with the ESF and ESS2 through the implementation of this LMP.

- e. Labour discipline
- f. Conditions for termination of the labour contract
- g. Responsibility for breach of labour contract
- h. Individual Staff Code of Conduct
- i. Workers Grievance Mechanism

## **G. GRIEVANCE MECHANISM**

36. The GOF has existing grievance mechanisms to settle grievances of its officials and staff in line with the ERA 2007 and its subsidiary legislations. This system will serve as the grievance mechanism for the direct workers of this Project.

37. Part 13 of ERA 2007 (ss 109-114) describes the grievance mechanism which includes the following features:

- a. Workers may pursue employment grievances either personally or through the assistance of a representative.
- b. An employment contract must contain procedures for settling an employment grievance, including confidentiality and natural justice and, in the case of sexual harassment complaints, the need for women to be represented in the grievance panel. The procedures must be agreed by the parties and in the absence of agreed procedures, the procedures set out in Schedule 4 of the Act.
- c. All employment grievances must first be referred for mediation services set out in Division 1 of Part 20. Where an employment contract includes an internal appeal system, the internal appeal systems must first be exhausted before any grievance is referred for mediation services.

38. By 60 days after effectiveness, MTCA will establish and monitor a workers grievance mechanism (WGM) for project workers that will be hired for the PMU. It will also require their contractors under the Project to develop and implement their respective WGM for contracted workers before the start of civil works and prior to engaging contracted workers. At the time of recruitment, contracted workers will be informed of the WGM and the measures put in place to protect them against any reprisal for its use. The WGM shall be made directly accessible to all workers. Regular meetings with the project workers will be conducted to discuss work-related issues and concerns.

39. The WGM will include: (i) a procedure to receive grievances such as comment/complaint form, suggestion boxes, email, a telephone hotline; (ii) stipulated timeframes to respond to grievances; (iii) a register to record and track the timely resolution of grievances (Annex B); (iv) a responsible department to receive, record and track resolution of grievances.

40. Consistent with the GM for the Project under the Stakeholder Engagement Framework, all SEA/SH complaints or cases lodged in the WGM must be immediately brought to the attention of the PMU social officer for proper referral under Fiji's GBV Protocol. (See GM section under the SEF for details and proper guidance.)

41. For non-SEA/SH complaints, there will be several levels of WGM for the project, which should resolve concerns and grievances within 7 working days after reporting:

- a. Contractor level, which should be established, if not already established, to resolve the grievances and concerns of contracted workers. If grievances are not resolved within 7 working days, the concern will be raised to the PMU social officer level.
- b. PMU social officer level, which should resolve grievances escalated from the contractor level. If grievances are not resolved within 7 working days at this level, the concern will be elevated at the PMU Project Manager level.
- c. PMU project manager level, which should resolve grievances in 7 working days.

## **H. CONTRACTOR MANAGEMENT**

42. The PMU will manage and monitor the performance of contractors to ensure compliance with this LMP, the Fiji labour laws and the WB ESS2. In screening contractors, the PMU shall ensure that selected contractors have the reputation of good compliance with Fiji labour in their past contracts/projects.

43. Contractor management starts with the preparation of bidding documents and contracts that are consistent with this LMP, and proceeds with periodic audits, inspections, and/or spot checks of project locations and work sites as well as of labour management records and reports compiled by contractors. Contractors' labour management records and reports that may be reviewed would include:

- a. Representative samples of employment contracts or arrangements between third parties and contracted workers
- b. Records relating to grievances received and their resolution
- c. Reports relating to safety inspections, including fatalities and incidents and implementation of corrective actions
- d. Records relating to incidents of non-compliance with national law, and records of training provided for contracted workers to explain OHS risks and preventive measures

## **I. PRIMARY SUPPLY WORKERS**

44. The Project will require the services of primary suppliers. As such, the PMU will cause the contractor/s of each subproject to assess or identify the potential risk of child labour, forced labour and serious safety issues which may arise in relation to its primary suppliers. If the assessment found that these risks are likely to occur, the PMU Social Officer, in close coordination with the PMU Procurement Officer, the PMU Project Manager and the contractor, will require the primary supplier to provide remedial measures to address them. The risk assessment and identification of measures will form part of the preparation of the ESMP for each subproject. If and when the primary supplier fails to deliver on the agreed mitigation of risks, the contractor, under the guidance of the PMU, will look for other suppliers.

45. Specifically for subprojects that will utilize solar panels, the PMU, prior to beginning the procurement process, shall undertake market analysis to identify the possible sellers of solar panels to the project. The bidding documents will emphasize forced labor risks in solar panels and components and will require that suppliers of solar panels to the project will not engage or employ any forced labor among their work force. Bidders will be required to provide two declarations: a Forced Labor Performance Declaration (which covers past performance), and a Forced Labor Declaration (which covers future commitments to prevent, monitor and report on any forced labor, cascading the requirements to their own sub-contractors and suppliers). In addition, enhanced language on forced labor will be included in the procurement contracts. It is agreed that

the World Bank will prior review procurements of solar panels and components to help ensure that these enhanced provisions are followed in the project.

## **J. CAPACITY BUILDING**

46. The provisions outlined in this LMP are consistent with the requirements of Fiji labour laws particularly the ERA 2007 and its subsidiary legislations. To ensure that project partner agencies and contractors meet these obligations, the project will organize training and awareness-raising workshops, including those directed at addressing and understanding SEA/SH risk and associated mitigation measures, to be attended by key project personnel, contractors, representatives of each project partner agency, and other individuals and groups that the Project will determine later as relevant. The costs related to the training will be included in the activity program of the safeguard instruments of which these trainings are an integral part.

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## Annex A: Sample Generic Code of Conduct for Contractors

This Code of Conduct identifies the behavior required from all personnel of (name of contractor's firm) working at the \_\_\_\_\_ subproject site .

Unsafe, offensive, abusive or violent behavior will not be tolerated and all persons should feel comfortable raising issues or concerns without fear of retaliation.

### REQUIRED CONDUCT

All (name of contractor's firm) personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct 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;
3. maintain a safe working environment by:
  - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
  - b. wearing required personal protective equipment;
  - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
  - d. following applicable emergency operating procedures;
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers, indigenous people, or children;
6. not engage in sexual harassment, i.e. unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature;
7. not engage in sexual exploitation, or any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to: profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in sexual abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;



10. not engage in any other form of harassment, mental or physical coercion, or verbal abuse of its employees;
11. undergo relevant training or orientation that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters;
12. report violations of this Code of Conduct; and
13. not retaliate against any person who reports violations of this Code of Conduct.

### **RAISING OF CONCERNS**

If any person observes a behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly to:

Name, address and contact number of person designated by contractor to handle social issues/concerns)

This can be done either in writing, by telephone, or in person.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

### **Sanctions**

Any employee who has breached this Individual Code of Conduct will be subject to any of the following actions:

- Informal warning
- Formal warning
- Loss of up to one week's salary
- Suspension of employment (without payment of salary), for a minimum period of \_\_\_\_ up to a maximum of \_\_\_\_.
- Termination of employment
- Reporting to the police if warranted

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Project-in-Charge  
(Name of Contractor's Firm)

**Annex B: Template for Grievance Logbook except those Related with SEA/SH**

Case No.	Date Claim Received	Name of Person Receiving Complaint	Where/how complaint was received	Name and contact details of complainant (if known)	Content of the claim	Was receipt of complain acknowledged to the complainant? (Y/N--- if yes, include method of communication and by whom)	Expected Decision Date	Decision Outcome (include names of participants and date of decision)	Was Decision communicated to complainant? Y/N If yes, state when and via what method of communication and if follow up action is required.

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