

DIGITAL RMI PROJECT



LABOR MANAGEMENT PROCEDURES

Ministry of Transportation and Communications (MTC)
Ministry of Finance (MOF)

Version 1.4

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Ministry of Transportation and Communications (MTC)

Ministry of Finance (MOF)

as Implementing Agencies

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PREAMBLE

These Labor Management Procedures (“LMP”) have been prepared to support the Government of the Marshall Islands Digital RMI Project (“the Project”). The procedures outline how the Project will comply with national regulations and the specific additional obligations the Government has agreed with the Project’s supporting donor.

The Financing Agreement signed between the Government and the World Bank (as donor) among other things such as scope, desired outcomes, and approach; sets minimum standards that the Government has agreed to in the areas of environmental commitments, social standards and community Engagement. The Government has agreed as part of the Finance Agreement to meet the World Bank’s Environmental and Social Framework (“ESF”).

This document is written from the perspective of the Government and describes the categorization of the different people working on the project (“workers”) who the Government has a direct employment relationship with (“direct workers”) and those with who the Government has an indirect via a contract with a 3rd party relationship (“contract workers”).

None of the categorization of workers in anyway implies a change or otherwise in an existing employment relationship. It is only to categorize the relationship the Government has with different Project Workers and to separate the obligations the Government has directly as an employer versus those that it has via 3rd party contracts.

The Government wishes to ensure that all workers, no matter how they are engaged on the project (whether through the Government directly, or through a 3rd party) meet or exceed the same standards.

NTA and the Private Operator that will manage NTA and establish the Government owned, wholesale only “New NTA” and a separate standalone Retail Company are both considered 3rd parties to these procedures. All firms engaged through this Project, including the new Private Operator, will have to commit to meeting or exceeding the standards and requirements in these LMP.

These LMP seek to ensure that measures are in place to manage risks associated with employment under the project in terms of meeting national labor requirements as well as the objectives of the ESF, specifically the objectives of Environmental and Social Standards 2 (ESS2) “*Labor and Working Conditions*”.

Along with the LMP, two other Environmental and Social (E&S) instruments as required by the ESF have been prepared: (i) Environmental and Social Management Plan (ESMP), and (ii) Stakeholder Engagement Plan (SEP). All instruments have been disclosed on the CIU Safeguards website¹<http://www.norma.fm/>.

¹ <https://www.ciudidasafeguards.com/digital-rmi>

1. INTRODUCTION

The Government of the Republic of the Marshall Islands (GoRMI), with World Bank grant funding support, is preparing the Digital RMI Project (“the Project”) to expand access to the internet, promote private sector investment in climate resilient digital services and establish the critical foundations for digital government services and the RMI digital economy.

Labor Management Procedures (LMP) need to be prepared to ensure that measures are in place to manage risks associated with employment under the project and are aligned with national requirements. LMP are intended to ensure proper working conditions and management of worker relationships, occupational health and safety, and address Project worker-related issues associated with sexual exploitation and abuse and sexual harassment.

The LMP document is a “live document” that can be updated to meet the demands of the project.

2. PROJECT DESCRIPTION

In broad terms, the Project has been developed in recognition that in RMI limited access to high-speed Internet and cost of digital services constrains the ability of individuals and business to unlock the full potential of a digital economy.

The GoRMI has adopted the following three distinct development priorities under the Project, for the sector to stimulate digital development and increase access to digital services:

1. Market structure reforms, developing digital government and the digital economy to bring digital services to the people.
2. Building on improved connectivity for Government, its public service providers (e.g., health and education services) and its citizens to get better use out of the enhanced technology and services; and
3. Legal and regulatory reforms to support the proposed market structure reforms and the rollout of digital services. These priorities have been incorporated in the Digital RMI Project.

The lead agencies for the Project are the Ministry of Transportation, Communications and Information Technology (MTCIT), and the Ministry of Finance, Banking and Postal Services (MOF). The Project is structured around four components, as shown in the following table, along with categories of workers involved with each subcomponent. The worker classification system for each component, as defined by Environmental and Social Standard 2, is explained in detail in Section 4

Table 1: Project Components and Sub-Components with Worker Classification

Component 1	<i>Public Private Partnership and Market Structure Reform</i> Strengthen national digital connectivity infrastructure, trigger substantial new private sector-led investment, expand coverage and lower pricing. It will finance technical assistance, the costs associated with the buy-out of the minority private sector shareholders of NTA, and the public financing costs associated with restructuring NTA and closing the viability gap between the obligations imposed on the private investor under the PPP contract and the value of the transaction to the Private Operator on a purely commercial basis.
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	<p>The Private Operator will take over the management of NTA; invest in expanded fiber, mobile and satellite infrastructure; deliver new services; and then having completed the upgrades split NTA’s business into two separate organizations. One, a wholesale only infrastructure company (“New NTA”) will be handed back to the Government as part of the transaction whereas the other, the retail operator (“CustomerCo”) will be retained by the Private Operator.</p> <p>This component will include ‘direct workers’ (engaged directly by the MOF or MTCIT; see definition in table 2) and ‘contracted workers’ who work on the Project but are not directly employed by the Government. This ‘contracted workers’ category will include NTA staff and Private Operator Staff who work on the Project but are not workers directly contracted with the Government. . Importantly the term ‘contracted workers’ as used in this document is not a description of the individual’s legal status, most of whom will be employees, and does not imply a change or otherwise in an existing employment relationship.</p> <p>Worker Classifications: Direct workers, Contract Workers (see Section 0)</p>
<p>Component 2</p>	<p><i>Digital Government Platforms, Cybersecurity and Digital Skills</i></p> <p>Range of interventions and investments focused on priority government services (e.g., eHealth and e-education) and initiatives (e.g., improving services on the neighboring islands), beginning with the development and implementation of a Digital Government Strategy (DGS) under the supervision of the PSC. The DGS will be linked to cybersecurity initiatives, priority business process reviews, the development of government enterprise architecture and the rollout of a national government portal and priority digital services. Specific job creation and skill development initiatives will also be prioritized as part of the transition to the digital economy, including support to increase participation in the digital economy on a gender informed basis.</p> <p>Worker Classification: Direct workers, Contract Workers (see Section 0)</p>
<p>Component 3</p>	<p>Enabling environment for Digital Government and Digital Economy Develop and strengthen the policy, legal and regulatory enabling environment and institutional arrangements needed to underpin the investments in digital government and the digital economy. It will also provide ongoing support for traditional telecommunications regulatory priorities, particularly to promote investment, technological innovation and evolution, and the long-term interests of users of digital infrastructure and services.</p> <p>Worker Classification: Direct workers, Contract Workers (see Section 0)</p>
<p>Component 4</p>	<p>Project Implementation Support.</p> <p>Establish a Project Implementation Unit (PIU) within the Ministry of Transportation and Communications (MTCIT). The PIU will be responsible for overall Project management and coordination. Other aspects of Project administration (procurement, financial management, audit, communications and environmental and social risk management) will be supported by the Central Implementation Unit (CIU) in the Division of International Development Assistance (DIDA), which has been established within the Ministry of Finance (MOF) and which currently provides support to all World Bank-financed operations in RMI.</p> <p>Worker Classification: Direct workers, Contract Workers (see Section 0)</p>

3. ROLES AND RESPONSIBILITIES

3.1. Project Implementation Agencies

The Ministry of Communications and Transport (MCTIT), and the Ministry of Finance (MOF) are the agencies responsible for project implementation.

3.2. Project Implementation Unit

A Project Implementation Unit (PIU) will be established comprising an overall project manager based at NTC, reporting directly to the Minister and being responsible for the overall management of the Project. Component 1 will be implemented via a Public Private Partnership (PPP) Contract and will be overseen by the Contract Administration Agent (CAA). The CAA is responsible for ensuring that the new operator meets all contract obligations including the LMP obligations for all staff covered.

The role and operation of the CAA is covered in more detail in the Project Operations Manual.

3.3. Centralized Implementation Unit

The Project will be supported by the Centralized Implementation Unit (CIU) housed within Ministry of Finance, Division of International Development Assistance (DIDA) which will provide environmental and social risk management support to the Project.

Environmental and social instruments for the Project have been prepared by the Centralized Implementation Unit (CIU) of the Division of International Development Assistance (a division of the RMI Ministry of Finance).

3.4. Project Steering Committee

A Project Steering Committee (PSC) has been established and is chaired by Minister Kitlang Kabua. The PSC provides the oversight and strategic guidance for the Project implementation.

4. BRIEF OVERVIEW OF LABOR LEGISLATION: TERMS AND CONDITIONS

No laws, regulations or statutory provisions are in place in RMI to regulate working conditions, access to workers organizations, terms and conditions applying to workers potentially engaged on Project activities.

4.1. RMI Public Service Commission

The "Public Service Commission Act 1979" established the Public Service Commission (PSC) which is the employing authority of the government charged with the responsibility for developing, coordinating, regulating and administering all personnel matters relating to and affecting the Public Service.

No other RMI Labor Legislation constraints apply to workers potentially engaged on Project activities.

4.2. Other Legislation

The following laws are relevant to workers in RMI more generally and stipulate requirements relating to non resident workers and minimum age of workers.

4.2.1. Non-resident Workers

The RMI Labor (Non-Resident Workers) Act 2006 sets out various requirements of workers including the need to hold work visas by foreign (other than USA) contractors and workers.

4.2.2. International Conventions

Since joining the International Labor Organization in July 2007, RMI has ratified three ILO Conventions, two of which the Maritime Labour Convention (MLC) 2006/2007, and Convention 185 – Seafarers' Identity Documents Convention 2011 do not relate to the Project. RMI has also ratified the ILO Worst Forms of Child Labour Convention (C182), which applies to persons under the age of 18 and is therefore not relevant to this Project given that no workers under the age of 18 will be engaged on the Project. The minimum age of employment in RMI is not defined in law.

4.3. Occupational Health and Safety

There are no GoRMI laws relating to OHS.

Contractors engaged on construction works will be required to provide evidence of an OHS Plan as set out in the ESMP.

Other workers engaged on the project will be subject to appropriate OHS requirements as set out in the ESMP.

5. OVERVIEW OF LABOR USE ON THE PROJECT

5.1. Categorization of the Workforce

Environment and Social Standard 2 (ESS2) categorizes project workers into four categories from the perspective of their relationship with the MOF and MTCIT as lead agencies, as shown in the following table.

Table 2: ESS2 Worker Classifications

<p>Direct workers</p>	<p>“Direct workers” have a contract employment relationship with the GoRMI, and the PIU has specific control over the work, working conditions, and treatment of the project worker. They are paid directly with Project funds and subject to PIU day-to-day instruction, management and control. Examples of direct workers may include persons employed or engaged by the PIU to carry out design and supervision, monitoring and evaluation, or community engagement in relation to the project.</p> <p>Government civil servants working in connection with the project, on either a full or part time basis, 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, in which case only provisions for protecting the workforce and for occupational health and safety will apply.</p> <p>Technical services to prepare and implement various components of the Project will be provided by consultants/contractors. Consultants/contractors in this context will either be Direct Workers (if directly contracted to the PIU with Project funds) or Contracted Workers (if the procurement by PIU with Project funds is via a firm). Given the structure and scope of the Project the number of direct workers engaged by MOF or MCTIT is expected to be low.</p>
<p>Contracted workers</p>	<p>A “contracted worker” is a worker employed or engaged by a third party to perform work or provide services related to the core functions of the project, where the third party exercises control over the work, working conditions, and treatment of the project worker.</p> <p>Because of the structure of the Project, this category makes up the bulk of the individuals engaged in the Project. The bulk of the Project will be completed by firms contracted to the Government which means that any worker employed by someone other than MOF or MTCIT comes within the ESS2 Worker classification of contract worker category. Importantly this is not a description of the individuals legal status, most of whom will be employees, and does not imply a change or otherwise in an existing employment relationship.</p> <p>To ensure appropriate protections are in place the Government will ensure that all contracts with firms will include appropriate terms and conditions to ensure that minimum employment standards are in place for all who work on the Project.</p>
<p>Primary supply workers</p>	<p>Primary supply workers are workers employed or engaged by a primary supplier, providing directly to the Project goods or materials essential to the core function</p>

	of the Project on an ongoing basis, and over whom a primary supplier exercises control for the work, working conditions, and treatment of the person. This category of workers is not expected to be engaged on the RMI Digital Project but contingency provision is made in Table 3 below.
Community workers	This category of workers is not expected to be engaged on the RMI Digital Project.

5.1.1. Direct Workers Category

In accordance with para 8 of ESS2, two types of direct workers will be engaged by the project:

- (i) “Direct workers – Government” and
- (ii) “Direct workers – other”.

ESS2 applies *partially* to the first category: **Direct workers – Government**, and *entirely* to the second category: **Direct workers - other**.

5.1.2. Direct workers category – Government

“**Direct workers – Government**” are civil servants employed by MOF and MTCIT as Implementing Agencies (IAs). In RMI, the RMI Public Services Commission (PSC) collaboratively manages public sector workers. The PSC is an established central government agency which has a primary responsibility for public sector management including human resources issues. PSC is responsible for government staff management practices including recruitment and selection, discipline and performance management. PSC operates under the Public Services Commission Act and applies the “Public Service Regulations of the Republic of the Marshall Islands 2008” (PS Regulations).

MOF and MTCIT staff fall under the responsibility of the PSC for staff management including recruitment and selection, discipline and performance management.

“Direct workers – Government” are all subject to standard GoRMI pay and working conditions and therefore fall outside the scope of ESS2 except for OHS. The PIU will not have any direct Government employees and therefore this category will not apply.

5.1.3. Direct workers category - other

“**Direct Workers – Other**” are persons contracted to the Project on a full-time and part-time basis by a RMI Government Agency (e.g. MTC/MOF). These workers are not RMI civil servants, and therefore will be subject to the relevant provisions of this LMP. This category includes any staff directly contracted into the Project Implementation Unit (PIU). This includes specialist individuals appointed to undertake specific project activities include the development of training material or deliver training etc.

5.1.4. Contracted workers category

This category covers all workers engaged on the Project through a firm.

It includes all staff of NTA that work on the Project² and any workers hired directly or through firms by the Private Operator. It also includes any workers employed or engaged by any firm engaged by the MOF or MTCIT.

This category includes the following:

- Existing NTA Staff and any new hires of the Private Operator.
- Specialist consultant firms and individuals engaged by the PIU to provide technical services, develop training programs, materials or other technical inputs to project activities
- Staff of contracting company(s) appointed by the Private Operator to undertake civil works and construction activities for the new FTTH network and upgrades to the mobile and neighboring islands networks.

5.1.5. Primary Supply workers category

Where the source supplies are obtained directly from primary suppliers on an ongoing basis, the workers engaged by such primary suppliers are deemed “primary supply workers”. For this Project, supply of construction materials, electrical equipment, cabling etc. will be procured as one-off procurements and are therefore not considered as ongoing primary supplies. Notwithstanding this, in the event that Primary Supply Workers are involved, contingency provision for this worker category is made in Table 3 below.

5.2. Project Labour Requirements

Personnel engaged by the Project will comprise those set out in Table 3.

All Project workers will be required to sign a Code of Conduct which outlines acceptable behaviour for the workers and their role, including reference to SEA/SH.

5.3. Project Labour Requirements and Key Project Labor Risks

Personnel engaged by the Project are set out in Table 3, which also identifies mitigation measures for the following areas of potential Project labor risk:

- Terms of employment not secured by contractual agreements.
- Workers suffer discrimination and lack of equal opportunity in employment.
- Use of child labor contravenes national legislation and international conventions ratified by RMI
- Risks of workplace accidents, or emergencies (OHS) arising from hazardous work, use of heavy machinery, use of hazardous material, work at heights
- Sexual Exploitation and Abuse (SEA), Gender Based Violence (GBV) and Violence Against Children (VAC) to workers and community from Project workforce (Major potential risk identified for RMI projects generally)
- Terms of employment [ESS2] not secured by contractual agreements.
- Workers suffer discrimination and lack of equal opportunity in employment.

² NTA will be managed by the Private Operator until NTA is wound up and staff are transferred to either New NTA (InfraCo) or the standard alone Retail Company. It is not possible currently to determine which NTA staff will be directly working on the Project so it has been assumed for the purposes of these procedures that all NTA staff will be covered and considered “Contracted Workers” in relation to the Project and the Government. The category “Contracted workers” only explains their relationship to the Project it does not suggest or imply any change to their employment relationship.

- Use of child labor contravenes national legislation and international conventions ratified by RMI

All Project workers will be required to sign a Code of Conduct which outlines acceptable behaviour for the workers and their role, including reference to SEAH (See Annex 1).

Table 3: Personnel to be engaged on the Project

Category under ESS2		Type of workers likely to be engaged	Key Identified Labor Risks	Mitigation Measures
<p>Direct workers</p> <p>(Where the worker has a direct contract with either MOF or MCT)</p>		<p>Staff from MTC/MOF working on the project in a part time or full time capacity</p> <p>PIU staff</p>	<ul style="list-style-type: none"> ➤ Terms of employment (employment period, remuneration, tax and insurance payments etc.) set out in ESS2 not secured by contractual agreements. ➤ Workers suffer discrimination and lack of equal opportunity in employment. ➤ Use of child labor contravenes national legislation and international conventions ratified by RMI ➤ Risks of workplace accidents, or emergencies (OHS) ➤ Sexual Exploitation and Abuse (SEA), Gender Based Violence (GBV) and Violence Against Children (VAC) to workers and community from Project workforce. 	<ul style="list-style-type: none"> ➤ All Government Workers fall under PSC protocols which cover: <ul style="list-style-type: none"> ○ Employment period, remuneration, tax and insurance payments. ○ Transparent procurement processes ○ equal opportunity employment. ➤ Contractual terms for PIU to specify employment period, hours of work, remuneration, sick, family, annual leave, tax and insurance payments, termination arrangements, . Employment will be based on the principles of non discrimination and equal opportunity. Conditions are outlined in Section 6. ➤ The IA has confirmed it will not engage any workers younger than 18 years of age on the Project. Forced labor will not be engaged. ➤ OHS measures to be implemented as set out in the ESMP (see ESMP Annex 1: Health and Safety Management Plan Guidelines). ➤ Codes of Conduct (CoC), including SEA/SH are signed by all direct workers (see Annex 1 of this LMP); workers must participate in CoC awareness raising training prior to undertaking project activities. ➤ All workers have access to Worker GRM to resolve grievances; grievances that relate to GBV, SEA and VAC in regard to the Project - will be immediately referred to the WUTMI Weto in Mour. Violence Against Women and Girls Support Service (WIM).

Category under ESS2		Type of workers likely to be engaged	Key Identified Labor Risks	Mitigation Measures
<p>Contracted workers</p> <p>(Where there is no direct employment arrangement between the worker and the MoF or MTC)</p>		<p>Individual or Firm consultants appointed by the PIU with assistance from the CIU to support project activities.</p> <p>NTA Staff, New hires of the Private Operator</p> <p>Contractors workers engaged on construction activities by the Private Operator</p>	<ul style="list-style-type: none"> ➤ Terms of employment [ESS2] not secured by contractual agreements. ➤ Workers suffer discrimination and lack of equal opportunity in employment. ➤ Use of child labor contravenes national legislation and international conventions ratified by RMI ➤ Risks of workplace accidents, or emergencies (OHS) ➤ SEA, GBV and VAC to workers and community from Project workforce. 	<ul style="list-style-type: none"> ➤ Ensure contracts for all contracted workers (including for technical and construction activities) include details on pay and working conditions in line with RMI law and ESS2 requirements. ➤ Procurement processes to be transparent and reflect non discrimination/equal opportunity employment pursuant to PSS HR Regulations. ➤ Ensure contractual terms specify employment period, remuneration, leave tax and insurance payments etc.. Employment will be based on the principles of non discrimination and equal opportunity. No forced labor will be engaged. ➤ IA has confirmed that it will not engage any workers younger than 18 years of age on the Project – will be a condition of contract for Contractors/Consulting Firms. ➤ Codes of Conduct (CoC), including SEA/SH, are signed by all contracted workers (see Annex 1 of this LMP document and ESMP Section 9.13) ➤ All contracted workers receive CoC awareness training prior to undertaking project activities. ➤ Environmental risk and OHS measures to be implemented as set out in the ESMP (see ESMP Section 9 and ESMP Annex 2: Health and Safety Management Plan Guidelines). ➤ Ensure workers have access to contractor GRM for any workplace, contractual or pay and working condition concerns including GBV, SEA and VAC.

Category under ESS2		Type of workers likely to be engaged	Key Identified Labor Risks	Mitigation Measures
<p>Primary Supply workers</p>		<p>Workers engaged by primary supply companies providing <u>ON AN ONGOING BASIS</u> construction materials, electrical equipment, cabling etc. to the project.</p> <p>This may include any support services provide by an offshore parent to the Private Operator.</p>	<ul style="list-style-type: none"> ➤ Risks that the suppliers are exploiting child or forced labor or exposing workers to serious safety issues. 	<ul style="list-style-type: none"> ➤ Once project supply detail is confirmed, Determination of applicability of this category of worker will be made by PIU in consultation with CIU Safeguards Team. ➤ The following provisions only apply to workers deemed to be Primary Supply Workers: <ul style="list-style-type: none"> ○ In case of construction material suppliers, Contractors shall be required to carry out due diligence to identify if there are significant risks that the suppliers are exploiting child or forced labor or exposing worker to serious safety issues. ○ In instances where foreign suppliers are likely to be contracted, the Contractor will be required to inquire during the procurement process whether the supplier has been accused or sanctioned for issues relating to exploiting child or forced labor or exposing workers to serious safety issues. The Contractor will carry out due diligence of corporate requirements related to child labor, forced labor, and safety. ○ If there are any risks related to child and forced labor, and safety identified, the Contractor will notify PIU and will address these risks and avoid such suppliers, where possible.

6. PROJECT-RELATED LABOR POLICIES AND PROCEDURES

6.1. Terms and conditions of employment (direct and contracted workers)

The terms and conditions of direct workers (those employed or engaged directly by MOF or MTCIT) and contract workers (those employed by a firm which includes NTA Staff, Private Operator Staff and any firms engaged by the Private Operator or MOF / MTCIT) will be determined by their individual contracts.

- For direct employed / engaged staff, the PIU, with assistance from the CIU will ensure that appropriate individual contracts are in place that include the key terms required by these procedures.
- For firms engaged in the Project, including the Private Operator, will have to ensure that their individual contracts meet these standards.

Both the Government, when hiring directly and firms when applying for contracts will be required to ensure that recruiting and employment of workers will be based on the principle of equal opportunity and fair treatment.

All recruiting procedures for direct employment by Government will be documented and filed by the CIU Procurement Team. The requirements for firms engaged in the Project will be documented by the CIU and PIU and included in all procurement for the Project. Firms bidding for work will commit that they will meet the set standards as part of Project contracts.

Requirements and conditions of overtime and leave entitlements (statutory holidays, annual holidays, sick leave and compassionate leave) will be agreed as part of individual contracts. Employment conditions will, in all cases, be via a mutually agreed contract or other mutual agreement, employment information will be fully disclosed to the worker. Workers will be paid on a regular basis, will not be discriminated against and will have recourse to a grievance mechanism if they feel that is the case. Workers will be provided with a safe and functional workplace, including access to potable water, and access to rest room facilities.

In particular at the beginning of employment workers will be provided with a contract that includes the following information as appropriate

- The name and legal domicile of the employer;
- The worker's name;
- The worker's job title;
- The date employment began;
- Where the employment is not permanent, the anticipated duration of the contract;
- The place of work, or where the work is mobile, the main location and travel requirements;
- Housing and accommodation provisions and payment required, if any;
- Provisions regarding food and payment required, if any;
- Hours of work, rest breaks, leave entitlements, and other related matters;
- Rules relating to overtime and overtime compensation;
- The levels and rules relating to the calculation of salary, wages, and other benefits, including any rules related to timing of payment and deductions;
- Pension and other welfare arrangements if any applicable to the worker;
- The length of notice that the worker can expect to give and receive on termination of employment;
- The disciplinary procedures that are applicable to the worker, including details of representation available to the worker and any appeals mechanism;

- Details of grievance procedures, including the person to whom grievances should be addressed; and
- Rights under RMI labor and employment law (which will include any applicable collective agreements if any).

6.2. Age of employment

The minimum age of employment in RMI is not defined in law.

RMI has ratified both the ILO Minimum of Age Convention (C138) and the ILO Worst Forms of Child Labour Convention (C182). The minimum age of employment for this Project shall be 18 years.

MOF/MTC have confirmed that they will not engage any workers younger than 18 years of age on the Project.

All project employees will be asked to produce identification documents (ID) such as birth certificates, passports, driver's license or other valid method such as copies of academic certificates, testimony/affidavits from officials of the schools attended, a medical examination, statements from family members and parish/village officials/local authorities.

Copies of the IDs and documents pertaining to the applicant's age and other supporting materials will be filed by the PIU.

6.3. Sexual Exploitation and Abuse and Sexual Harassment

Women and girls in RMI continue to face multiple barriers that prevent them from enjoying a life free from violence and coercion in a society where they can access equal opportunities and equal rights. Teenage pregnancy, violence against women and girls, vulnerable employment conditions, unemployment, and limited access to justice and protection are priority areas that the Government of the Republic of the Marshall Islands (RMI) and development partners are addressing.

This support includes capacity building and institutional strengthening of the Ministry of Internal and Cultural Affairs, the government agency responsible for coordination of gender-based violence and violence against children; financial support for Women United in Marshall Islands (WUTMI) "Weto in Mour: Violence Against Women and Girls Support Service (WIM)" – the lead GBV/VAC specialist agency in the RMI, and extending/strengthening counselling and other prevention and responsive services in the neighboring islands.

WIM is co-funded by the government and donor partners and works to ensure that survivor of GBV and SEA are accommodated in safety, have basic necessities and are provided with transport fares to enable them to attend their appointments with Micronesian Legal Services and with WIM for psychosocial support.

The RMI Domestic Violence Prevention and Protection Act (DVPPA) provides for a temporary protection order if the judge is satisfied that a complainant, or a child in the care of a complainant, is in danger from an act of domestic violence. A judge is available 24/7 to consider protection order applications, with no filing fees charged.

The Labor Grievance Mechanism (Section 7) includes procedures to deal with complaints related to sexual exploitation, abuse and harassment

Mandatory GBV induction training will be provided by the CIU to all Project workers within 1 month of commencement of employment. This training will include information on identifying and responding to situations involving actual/potential GBV, SEAH, VAC and HT, using a survivor-centered approach and the roles

of responsibilities of all parties in relation to dealing with these situations. This training is being designed by the CIU GBV Specialist, with support from the World Bank team.

All workers are to receive awareness raising on, and will be required to sign, a Code of Conduct (CoC) (Annex 1 of this LMP) which outlines acceptable behavior for the workers and their role, including reference to GBV, SEA/SH.

6.4. Occupational health and safety

There is no Occupational Health and Safety (OHS) legislation in RMI. CIU has adopted World Bank Group EHS Guidelines for OH&S risks for all Project staff and contractors.

To ensure OHS protection in the absence of national legislation, workers will be required to operate in accordance with relevant the WBG EHS Guidelines and Contractor staff will need to adhere to Occupational Health and Safety Procedures (OHSP) to be prepared by the Contractor which include working conditions.

Project workers will receive training during induction, thereafter on a regular basis and when changes are made in the workplace, with records of the training kept on file. Training will cover relevant aspects of OHS associated with daily work, including the ability to stop work without retaliation in situations of imminent danger. OHS management for workers is addressed in the ESMP.

Contractors are required to prepare and implement OHSP which are to be approved in writing by the PIU prior to commencing works. Contractors are to conduct training for all workers on the OHSP and on health and safety matters as required by good engineering practice.

Workers are to be provided with appropriate PPE suitable for civil work such as safety boots, helmets, gloves, protective clothes, goggles and ear protection (as appropriate) at no cost to the workers. Workers are to be provided by the Contractor, with potable water supplies, first aid facilities, a toilet and hand washing facilities at works sites.

All workers are to receive awareness raising on, and will be required to sign, a Code of Conduct (CoC) (Annex 1 of this LMP) which outlines acceptable behavior for the workers and their role, including reference to GBV, SEA/SH.

In addition, relevant OHS requirements set out in the ESMP will be required to be inserted into bidding documents.

6.5. Workers' rights to refuse unsafe work environments

Workplace processes will be put in place for project workers to report work situations that they believe are not safe or healthy. Project workers can remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health. Project workers who remove themselves from such situations will not be required to return to work until necessary remedial action to correct the situation has been taken. Project workers will not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal.

The COC (Annex 1) sets out a recognition for workers to refuse unsafe work environments without repercussions.

7. GENERAL PROJECT WORKER’S GRIEVANCE MECHANISM

7.1. Direct Workers

“Direct Workers – Government” A project Labor Grievance Mechanism for GoRMI Civil Servants does not apply pursuant to para 8 of ESS2. No GoRMI Civil Servants are planned to be employed on the project.

“Direct Workers” This category of workers will have access to the Labor Grievance Mechanism set out in the LMP. This category includes the Project Manager and other PIU staff and other Project workers contracted to the Project via PIU. There will be a specific Grievance Mechanism set out for the Private Operator workers in order to best meet the expected support and needs of the NTA staff as they transition to the Private Operator and the Private Operator evolves their staffing needs.

The Labor Grievance Mechanism will be available to “Direct Workers” for raising workplace related concerns including about the terms of employment, rights at work, unsafe or unhealthy work situations, among others.

Table 4 provides details of the steps involved in processing a labour grievance.

Confidentiality for all grievances will be maintained at all times, and there will be no retaliation against workers for raising a grievance. The Workers Labor Grievance Mechanism will also include procedures for dealing with workplace matters involving SEA/H.

During employee induction, all Workers (other than Direct Workers – Government) will be advised that there is a Labor Grievance Mechanism where workers can raise complaints and have them processed. Moreover, the PIU Project Manager (or nominee) will provide contact information and provide a location where Workers can log their complaints.

There will also be a notices at the Majuro DIDA office, Implementing Agency office, PIU office and the Private Operator offices at all times explaining the Labor Grievance Mechanism and providing contact details.

Table 4: “Direct Worker – Other” – Labor Grievance Mechanism

Step	Process
1.	<p><u>Lodgment and initial informal process</u></p> <ul style="list-style-type: none"> ➤ Managers and Workers are encouraged to use informal methods of resolving disagreements or disputes. ➤ If Workers have a reasonable grievance or complaint regarding their work or the people they work with they should, wherever possible, start by talking it over with their manager. It may be possible to agree a solution informally between the Worker and the manager. ➤ If discussions with line managers fail to resolve the issue, it is still possible to pursue an informal approach without triggering a formal procedure. In this case the worker should approach an

Step	Process
	<p>independent senior RMI Government official (Assistant Secretary or Secretary level) to host an informal meeting or discussion.</p> <ul style="list-style-type: none"> ➤ Grievances from workers about recruitment practices will need to be made to the PIU Program Manager.
<p>2.</p>	<p><u>Formal grievance hearing</u></p> <ul style="list-style-type: none"> ➤ If the matter is serious and/or the worker wishes to raise the matter formally, the Worker should set out the grievance in writing to the PIU Program Manager. This submission should be factual and avoid language that is insulting or abusive. ➤ The PIU Program Manager will then call the Worker and the Worker’s Line Manager (or representative) to a meeting to discuss the Worker’s grievance within a predetermined period of time [nominally 3 weeks] after receiving the complaint. ➤ The Worker has the right to be accompanied by a colleague at this meeting on request. ➤ After the meeting, the PIU Program Manager will give the Worker minutes of the meeting signed by both parties and a decision in writing, within a predetermined period of time [nominally 4 weeks].
<p>3.</p>	<p><u>Appeal to Secretary of Transportation, Communications and IT</u></p> <ul style="list-style-type: none"> ➤ If the Worker is not satisfied with the above decision, the worker may appeal the decision to the Secretary of Transportation, Communications and IT. ➤ The Secretary will consult with the Chief Secretary’s office in relation to the appeal on the Grievance. ➤ The Secretary will then call the Worker to a meeting to discuss the worker’s grievance within a predetermined period of time [nominally 3 weeks] after receiving the complaint. ➤ The Worker has the right to be accompanied by a colleague at this meeting on request. ➤ After the meeting, the Secretary will give the Worker minutes of the meeting signed by both parties and a decision in writing, within a predetermined period of time [nominally 4 weeks]. ➤ The above decision is final within the terms of the Project internal grievance mechanism which is deemed to cease at this stage. However, the Worker retains the ability to refer the complaint or grievance to the court for arbitration within the laws of RMI.
<p>Note: For grievances concerning workplace GBV, SEA/SH or VAC, <u>victims</u> will be referred to appropriate external services such as the WUTMI Weto in Mour. Violence Against Women and Girls Support Service (WIM). In the case of alleged <u>perpetrators</u>, the matter will be referred to the police for investigation.</p> <p>This process will be reviewed and confirmed during Worker Code of Conduct awareness sessions, including disclosure options to ensure accountability, confidentiality and sensitivity.</p>	

7.2. Contracted Workers (those not directly engaged by MOF or MTCIT)

Contracted workers are required to have access to a worker grievance mechanism through their employer and all contracts awarded under the Project will be required to include a Labor Grievance Mechanism.

CIU will assess these contracts for alignment with the LMP and ESS2 prior to contracts being awarded. The contract Labor Grievance Mechanism will need to be aligned with the requirements of the LMP; provide provisions for maintaining confidentiality for all grievances at all times; and providing for no retaliation against workers for raising a grievance.

The contract with the Private Operator will require them to operate a specific Labor Grievance Mechanism to support the staff of NTA (that the Private Operator will manage) and direct hires that the Private Operator will make as part of the Project.

8. SPECIFIC PROJECT-RELATED LABOUR POLICIES AND PROCEDURES FOR NTA STAFF

8.1. Changes for NTA as part of Component 1

Component 1 will introduce a new Private Operator to manage NTA, build new infrastructure, offer new services and then transition the organization to new modern market model designed to support open competition.

The transition and build is expected to take three years (“build period”). The build period will start with the new operator having a management contract for NTA. The introduction of the management contract will cause no change to the terms or conditions to staff or any change in the employment relationship.

At the end of the build period, the New Operator will have to deliver a new wholesale organization - ‘New NTA’ and transfer to New NTA, the associated assets, and the designated staff who have accepted employment with New NTA. This will be a wholesale only operator that will provide access to the FTTH networks being built in Majuro and Ebeye, the towers and access to the Hantru Cable system.

Some existing assets of NTA will be transferred to the new retail only business (CustomerCo) that the Private Operator will own (this may include mobile equipment, internet routing equipment, some retail shops.) In addition, those NTA staff who have accepted an offer of employment with the Private Operator will transfer from NTA to the new Private Operator. The Retail business will buy access to the Hantru cables, the FTTH networks and the mobile towers from InfraCo.

The Private Operator will have to complete all the build tasks, deliver new services, manage NTA as a service provider and prepare NTA to be split into two separate organizations at the end. The management of NTA is to manage NTA through until the establishment and commencement of operations of New NTA and CustomerCo.

The Private Operator will run a transparent and non-discriminatory process to decide which roles fit in which organization. Roles that are currently in NTA (and any new ones created during the transition) will need to shift by the end of the build period to New NTA or CustomerCo.

Creating two organizations will mean a duplication of some roles across the two companies, but overall the changes are expected to mean that less staff are required in both the CustomerCo and New NTA businesses for the operation of the telecommunication services, than what is in today’s NTA. Moving to more modern, reliable infrastructure and supporting systems is expected to need less staff. Fiber services will require less maintenance and intervention which will be a better outcome for the country as a whole. However New NTA might also take on some additional Government service related roles to support the Government’s digital RMI program which may require additional jobs at New NTA for matters relating to these services.

In addition to ensure that employment is retained in the Marshall Islands, the Government has committed to use the operational savings it will achieve from implementing the Project to invest in the NTA Staff Employment Opportunity Guarantee Scheme. This scheme will enable all NTA Staff to have a job opportunity as a result of this process. This is a critical piece of policy for the Government.

8.2. NTA Staff Employment Opportunity Guarantee Scheme

The Scheme provides NTA staff with a guarantee of a job opportunity; or the option for redundancy payment for those Staff who choose it and meet specified criteria. The Scheme is only available to those people who are in a role that is not required in either New NTA or CustomerCo.

The Scheme will work with those who are not offered roles in InfraCo or CustomerCo and it will work with affected individuals to then find them an employment opportunity in the Public Service or explore any other suitable alternatives.

Further details will be developed, shared and discussed with the New Operator NTA Management, Staff and the Public Services Commission. The scheme will be overseen by the Office of the Chief Secretary and will be transparent and non-discriminatory.

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9. ROLES AND RESPONSIBILITIES

Table 5 sets out LMP-related roles and responsibilities for the Digital RMI Project.

Table 5: LMP Responsibilities for each Digital RMI Project Management Entity

Project Entity	General Role	LMP Responsibility
Project Implementing Agency	MTC is the agency responsible for overall project implementation.	<ul style="list-style-type: none"> ➤ Secretary of MTC is to ensure that: <ul style="list-style-type: none"> ○ All GoRMI workers engaged either part time or full time on the Project are aware of OHS provisions of this LMP ○ All GoRMI workers engaged either part time or full time on the Project have produced identification documents confirming age is over 18 years. ➤ All Project workers to be aware of and implement OHS requirements as part of routine work activities
Project Implementation Unit	<p>A Project Implementation Unit (PIU) will be responsible for project management.</p> <p>Note that once the PPP contract is in place this specific activity of the PIU / PM with regard to the activity of the Private Operator will be carried out by the Contract Administration Agent (CAA).</p>	<ul style="list-style-type: none"> ➤ Project Manager (or nominated delegate) to <ul style="list-style-type: none"> ○ Insert LMP provisions in Draft TORs, Bid Documentation and Contracts – in particular ensure contracts for construction workers include details on pay and working conditions in line with ESS2 requirements. ○ Ensure LMP provisions including OHS matters are observed by contractors and PIU workers ○ Ensure all PIU workers and Contractors are aware of and have signed the Code of Conduct. ○ All PIU workers and contractors have access to the Labor GM for any workplace, contractual or pay and working condition concerns including GBV, SEA and VAC. ○ Manage the Labor GM and report any GM issues to the CIU Safeguards Team and WB Task Team ○ Verify that all Project workers have produced identification documents confirming age is over 18 years. ○ Ensure that copies of the IDs and documents pertaining to the applicant's age and other supporting materials are filed by the PIU. ○ Implement workplace processes for project workers: <ul style="list-style-type: none"> ▪ to report work situations that they believe are not safe or healthy. ▪ 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. ▪ who remove themselves from such situations will not be required to return to work until necessary remedial action to correct the situation has been taken. ▪ will not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal. ➤ All PIU workers to be aware of the Labor GM provisions and implement OHS requirements as part of routine work activities.
Centralized Implementation Unit	The Project will be supported by the Centralized Implementation Unit (CIU) housed within Ministry of Finance, Division of	<ul style="list-style-type: none"> ➤ CIU Safeguards Team <ul style="list-style-type: none"> ○ Prepare updates to Digital RMI Environmental and Social instruments including LMP, Code of Conduct. ○ Conduct awareness training of LMP provisions for PIU and IA on project implementation and thereafter on an annual basis ○ Provide all Direct Workers with CoC awareness training prior to undertaking project activities.

Project Entity	General Role	LMP Responsibility
	<p>International Development Assistance (DIDA) which will provide fiduciary, and E&S risk management support to the Project.</p>	<ul style="list-style-type: none"> ○ Provide Project workers with training during induction, thereafter on a regular basis and when changes are made in the workplace, with records of the training kept on file. Training to cover relevant aspects of OHS associated with daily work, including the ability to stop work without retaliation in situations of imminent danger. ○ Review of all Digital RMI Bid and Contract documentation to verify LMP provisions are included ○ Conduct periodic audits at least annually, to ensure LMP provisions including OHS provisions applying to all workers (including contract workers) are observed. ➤ CIU Procurement <ul style="list-style-type: none"> ○ Incorporate LMP provisions in any Digital RMI Bid and Contract documentation prepared by CIU. ○ File all individual contracts for Project workers ○ Verify that all Project employees have produced identification documents confirming age is under 18 years.
<p>Project Steering Committee</p>	<p>A Project Steering Committee (PSC) will provide the oversight and strategic guidance for the Project implementation.</p>	<ul style="list-style-type: none"> ➤ Receive reports from Project Manager on OHS, Labor GM or other LMP matters as appropriate.
<p>Contract Workers</p>	<p>Contractor</p> <p>These will be obligations included in all Project Contracts)</p>	<ul style="list-style-type: none"> ➤ Ensure employment provisions in TOR including OHS matters are observed ➤ Ensure all workers are aware of and have signed the Code of Conduct and that all workers have access to the Labor GM for any workplace, contractual or pay and working condition concerns including GBV, SEA and VAC. ➤ Immediately advise Project Manager (or CAA) of any labor GM issues ➤ Ensure that no person under age of 18 to be contracted or engaged on Project activities. ➤ Implement workplace processes for project workers: <ul style="list-style-type: none"> ○ to report work situations that they believe are not safe or healthy. ○ 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. ○ who remove themselves from such situations will not be required to return to work until necessary remedial action to correct the situation has been taken. ○ will not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal.

Annex 1: Code of Conduct

Applicability – This Code of Conduct applies to:

Direct Workers - PIU staff and individual consultants engaged by PIU;

and

Contracted Workers - consultant firms providing technical advisory services; and contractors engaged on civil works.

We are the Contractor/Employer, [enter name of Contractor/Employer]. We have signed a contract with Private Operator PIU. for [enter description of the Works or Services]. These Works/Services will be carried out at [enter the Site and other locations where the Works/Services will be carried out]. Our contract/employment conditions require us to implement measures to address environmental and social risks related to the Works/Services, including the risks of sexual exploitation and abuse and gender-based violence.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Works. It applies to all our staff, laborers and other employees at the Works Site or other places where the Works/Services are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works/Services. All such persons are referred to as “Contractor/Employer’s Personnel” and are subject to this Code of Conduct.

This Code of Conduct identifies the behavior that we require from all Contractor/Employer’s Personnel.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Contractor/Employer’s 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 including 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 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 or children;
6. not engage in any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other unwanted verbal or physical conduct of a sexual nature with other Contractor’s or Employer’s Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual

- exploitation of another. In Bank financed projects/operations, sexual exploitation occurs when access to or benefit from Bank financed Goods, Works, Consulting or Non-consulting services is used to extract sexual gain;
8. not engage in Rape, which means physically forced or otherwise coerced penetration—even if slight —of the vagina, anus or mouth with a penis or other body part. It also includes penetration of the vagina or anus with an object. Rape includes marital rape and anal rape/sodomy. The attempt to do so is known as attempted rape. Rape of a person by two or more perpetrators is known as gang rape;
 9. not engage in Sexual Assault, which means any form of non-consensual sexual contact that does not result in or include penetration. Examples include: attempted rape, as well as unwanted kissing, fondling, or touching of genitalia and buttocks not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
 10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation, and Sexual Assault (SEA);
 11. report violations of this Code of Conduct; and
 12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the [Project Grievance [Redress] Mechanism].

RAISING CONCERNS

If any person observes 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 using the Project Grievance Redress Mechanism process.

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 though a direct response to the complainant is not possible. 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.

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

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Contractor/Employer's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR CONTRACTOR/EMPLOYER'S PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Contractor/Employer's contact person with relevant experience in handling gender-based violence*] requesting an explanation.

Name of Contractor/Employer's Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor/Employer:

Signature: _____

Date: (day month year): _____