



Federal Government of Somalia
Ministry of Interior, Federal Affairs and Reconciliation

**Strengthening Social Cohesion, Inclusion and Resilience through Community
Institutions**
(P508408)

Labor Management Procedures
(LMP)

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Abbreviations

CBOs	Community Based Organizations
CDD	Community Driven Development
CLD	Community and Local Development
CoC	Code of Conduct
CSO	Civil Society Organizations
DG	Director General (MOIFAR),
E&S	Environmental and Social Risk
EHSGs	Environmental Health and Safety Guidelines
ESCP	Environmental and Social Commitment Plan
ESF	Environmental and Social Framework
ESI	Ethnically Segregated Indigenous groups
ESS	Environmental and Social Standards
FGDs	Focus Group Discussions
FGS	Federal Government of Somalia
FIMM	Fragility Index and Maturity Model
FMS	Federal Member States
FP	Focal Points
GBV	Gender-Based Violence
GIIP	Good International Industry Practice
GC	Grievance Committee
GM	Grievance Mechanism
HIPC	Heavily Indebted Poor Countries
HIV and AIDS	Human Immunodeficiency Virus & Acquired Immunodeficiency Syndrome
ID	Identity Card
IDP	Internally Displaced Persons
IEC	Information Education and Communication
ILO	International Labor Organization
LMP	Labor Management Procedures
M&E	Monitoring and Evaluation
MOI	Ministries of Interior
MOIFAR	Ministry of Interior, Federal Affairs and Reconciliation
MOLSA	Ministry of Labor and Social Affairs
MOU	Memorandum of Understanding
NDP	National Decentralization Policy
NDP	National Development Plans
NGOs,	Non-Governmental Organizations
NLGI	National Local Government Institute
NPSC	National Program Steering Committee
NPC	National Programme Coordinator
NS	National Secretariat
NSS	National Stabilization Strategy
NTWG	National Technical Working Group
O&M	Operations & Maintenance
OHS	Occupational, health and safety
PAD	Project Appraisal Document
PAPs	Project-Affected Parties
Secretariat	Project Implementation Unit at the FGS and FMS levels
SS	State Secretariat
PM	Programme Manager

PSC	Program Steering Committee
PWD	Persons With Disabilities
RCRF	Recurrent Costs and Reform Financing
SEA	Sexual Exploitation and Abuse
SEA/SH	Sexual Exploitation and Abuse/Sexual Harassment
SEP	Stakeholder Engagement Plan
SH	Sexual Harassment
SRCP	Somalia Crisis Recovery Project
SURP	Somalia Urban Resilience Project
TA	Technical Assistance
TEM	Traditional Ethnic Minorities
TWG	Technical Working Group
UN PLG	UN Programme on Local Governance
UN	United Nations
USAID SHIR	USAID Somalis Harmonizing Inter-and Intra-Communal Relationships
VDC	Village Development Committees
VMGs	Vulnerable Individuals and Groups
WB	World Bank
WB's ESF	World Bank's Environmental and Social Framework

1. Introduction

1. The Federal Government of Somalia (FGS) and the Federal Member States (FMS) with the support of the World Bank (WB) are preparing the Strengthening Social Cohesion, Inclusion and Resilience through Community Institutions (BUSLHO) program to support government stakeholders and development partners to develop strategies, policies and programs for strengthening social cohesion, inclusion and resilience through engagement with, and support for, community institutions. The BUSLHO project is expected to support the ongoing institutional strengthening efforts including the expansion of role of the state in basic service delivery that offers an opportunity to recast state-society relations and the social contract between state institutions (federal, state, and district/municipal), social and non-government institutions (e.g., clans, militias, NGOs, CBOs), and citizens. The proposed project will be implemented by the FGS Ministry of Interior, Federal Affairs and Reconciliation (MoIFAR) and the FMS Ministries of Interior (MOI) in close partnership with the relevant sector lines ministries

2. The BUSLHO project will ensure compliance with the requirements stipulated under the national law as well as those outlined under the World Bank's Environmental and Social Framework (WB's ESF) and the related Environmental and Social Standards 2 (ESS2) on: Labor and Working Conditions which sets the requirement for preparation of this Labor Management Procedures (LMP). This LMP is consistent with World Bank's ESS2 and addresses the way in which the ESS2 applies to different categories of project workers and seeks to address potential labor risks, through undertaking, but not limited to, the following key mitigation measures: a) Occupational, health and safety (OHS) measures; b) Emergency preparedness and response and c) Project workers training; and incorporation of relevant provisions of LMP in to the Procurement document. This LMP also provides for a worker grievance mechanism for project workers to raise workplace concerns, including through confidential channels for reporting and managing Sexual Exploitation and Abuse/Sexual Harassment (SEA/SH) related concerns.

3. Essentially, this LMP is a living document and may be revised as the project advances and as new categories of employees become involved in the various project components and or activities.

1.1 Program Objectives

4. The main objective of the BUSLHO program is to strengthen community and local institutions for improved social cohesion, inclusion, and resilience.

1.2 Program Structure

5. The program is organized into four (4) components with related activities as outlined under Table 1 below.

Table 1: The structure of the proposed BUSLHO Project

Component	Key Activities
Component 1: Community and District Social and Institutional Strengthening.	<p>This component will finance the BUSLHO program's institutional strengthening activities under the three district support packages including:</p> <ul style="list-style-type: none">○ Foundational institutional strengthening for districts with minimal state presence under Package #1 (of which there are approximately 29 districts across Somalia),○ Enhanced institutional strengthening for districts that have emerged from early stabilization support and/or established an interim or permanent state administration but are fragile and possesses limited capacity for community engagement,○ Planning and service delivery under Package #2 (of which there are approximately 90 districts), and○ Advanced institutional strengthening for districts that have established district councils and are capable of varying degrees of resource

Component	Key Activities
	<p>mobilization, coordination and service delivery (of which there are approximately 37 districts).</p> <p>Thus, this component will finance technical assistance to recognize inclusive community institutions and establish interim or permanent district administrations, foundational reconciliation and social healing activities, and awareness raising activities on the BULSHO program's principles, pathways and support packages.</p>
<p>Component 2: Local Social Contract Platform.</p>	<p>This component will scale up and support the institutionalization of district development planning piloted under programs such as JPLG and PCG through financing the BULSHO's program's local social contract platform under the program's Support Package #2 and Support Package #3. It will support each district to establish the BULSHO local social contract platform consisting of:</p> <ul style="list-style-type: none"> ○ Community diagnostic and collaboration forums in each community, ○ Participatory planning systems, ○ Resource mobilization and budgeting systems, ○ Community oversight and accountability systems, ○ Citizen charters between citizens and the government that would encompass commitments to provide and/or facilitate the provision of basic services (i.e. via private or humanitarian actors) based on community prioritization, commitments on process (e.g., participation, transparency, grievance handling) as well as citizen commitments on process, ○ Capacity building, collective action allowances for select marginalized and/or disempowered groups (e.g., women, youth, IDPs), and access to Sokaab-like crowdfunding platforms and other participatory and social accountability tools.
<p>Component 3: Matching Grants for Social Cohesion, Inclusion and Resilience.</p>	<p>This component will:</p> <ul style="list-style-type: none"> ○ Finance the BULSHO program's matching grants under to the districts that graduate and/or meet the minimum participating conditions for Support Package #3, ○ Furthermore, over the life of the BULSHO program and as additional financing becomes available, more districts receiving support packages #1 and #2 under components 1 and 2, respectively, will graduate and thus meet the minimum participating conditions for accessing the matching grants, ○ Building on the lessons of the DIALOGUE project--which successfully used matching grants to incentive cross-community collaboration and build citizen-state trust--the component will incentivize communities to mobilize and pool resources with other communities and government authorities with the aim of increasing the building blocks of social cohesion (shared purpose, trust and willingness to cooperate) across communities as well as trust between citizen and state.
<p>Component 4: Capacity Building for Coordination, Delivery, Innovation and Learning.</p>	<p>This component will finance:</p> <ul style="list-style-type: none"> ○ Operational and technical capacity building of the Ministry of Interior, Federal Affairs and Reconciliation (MoIFAR) to review, develop and/or cascade policy, legislations, regulations and guidelines needed to achieve the BULSHO program objectives thereby establishing clear "rules of the game" and embedding them in the local policy framework, to augment the capacity of MoIFAR to deliver technical support and backstopping to FMS in relation to components 1-3, to comply with World Bank guidelines and requirements, to coordinate between and across government and with development partners, to monitor results and report progress, and to document and disseminate

Component	Key Activities
	innovation and lessons including lessons from other development partner initiatives.

1.3 Key Project Outputs

6. The key project outputs include:

- Social commitments and citizen charters signed;
- Social, technical and administrative training and support delivered to district officials and community leaders;
- Platforms and tools for resource mobilization, investment tracking, and social accountability established and executed;
- Resources from communities, local government, private sector, diaspora and development partners mobilized;
- Inter-governmental conditional grant mechanism operationalized;
- FMS and FGS technical, fiduciary and E&S staffing capacity enhanced.

1.4 Implementing Institutions

7. The FGS Ministry of Interior, Federal Affairs and Reconciliation (MoIFAR) will be the lead implementing agency. At FMS-level, the Ministries of Interior will lead the implementation, working with relevant sector ministries. As BULSHO is focused on building long-term country capacity, the institutional arrangements will favor the use of government staff where possible. The structures below cover the wider government BULSHO Program and allow for coordination with partners active in the federalism space. They will also coordinate with other existing coordination structures e.g., around stabilization.

- **Program Steering Committee (PSC).** Composed of senior level representatives (ministers or deputy ministers) from relevant FGS ministries and FMS MoI, as well as senior donor representatives. Chaired by the MoIFAR Minister and co-chaired by FMS MoI Minister on rotation basis. The primary role is to champion the BULSHO approach with stakeholders, make strategic decisions, policy level sectoral coordination including with other processes under the triple nexus, approve yearly workplans and budget allocations, resolve disputes and address political economy and spatial equity challenges.
- **Technical Working Group (TWG).** Composed of the MoIFAR Director General (DG), DGs of FMS Ministries of Interior and chaired by FGS MoIFAR DG and co-chaired by FMS MoI DG on rotation-basis. The primary role is to guide and oversee the implementation of the BULSHO program. It will hold preparatory meetings for the PSC meetings. It will involve a number of government agencies from FGS, and FMS when relevant, covering the relevant sectors. It will receive updates from relevant projects for coordination as well as crowd in direct and indirect support to the government's BULSHO program.
- **National Secretariat (FGS).** MoIFAR will have ultimate responsibility for delivery of the BULSHO Program and WB anchor financing (the "BULSHO project") even though day to day implementation of components 2 and 3 will be largely delegated to FMS and Districts with MoIFAR oversight. There will be a national Secretariat domiciled at MoIFAR under the supervision of the DG MoIFAR and guidance from the TWG and PSC. It will be staffed by a mix of externally recruited specialists and seconded FGS staff. Where capability exists preference will be to use existing FGS staff for sustainability and ownership, and even where externally recruited personnel are needed, they will be shadowed by FGS staff with a plan that these FGS staff take over the role. There will be a deliberate effort to integrate the Secretariat in MoIFAR structures including having the coordinator sit in and regularly attend MoIFAR's senior management team and draw of different MoIFAR and relevant FGS ministries in the implementation of FGS delivered policy and instrument design and

cascade, FMS and District capacity building, quality assurance, monitoring and oversight. The National Secretariat will be headed by a national coordinator key specialists will cover procurement, finance, administration, local governance and community development, environment, social development, monitoring, evaluation, accountability and learning (MEAL), and security.

The National Secretariat is also responsible for: (a) preparing procurement plans, including consolidating procurement plans from FMS; (b) carrying out procurement for FGS-level activities and overseeing FMS procurement; (c) preparing quarterly narrative and financial reports for the overall project, based on inputs from FMS; (d) providing quality assurance and technical backstopping to FMS (this includes preparation of training curricula and training of trainers); (e) preparing and implementing the E&S plan (this includes verifying FMS E&S appraisal of local investments); (f) consolidating FMS sustainability plans; (g) preparing security management plans and overseeing FMS security management (this includes reporting security incidents directly affecting project staff, contractors and assets). The National Secretariat will also engage three technical support firms for the project implementation period: (a) a fiduciary oversight agent, (b) a data collection firm, and (c) a digital development and support firm.

- **State Secretariats (FMS).** The FMS Secretariats will work under FMS MoI DGs with technical support and guidance from the National Secretariat. The State Secretariats will have the responsibility for project management of FMS activities and liaison with districts. The FMS Secretariats will predominantly be staffed by FMS staff with a few technical specialists where expertise is lacking within the FMS. The FMS Secretariats are responsible for: (a) verifying eligibility and fulfilment of district participation conditions for the three support packages; (b) preparing procurement plans and carrying out procurement for FMS-level; (c) preparing quarterly narrative and financial reports for project activities taking places in their FMS; (d) providing quality assurance and technical backstopping to districts (this includes trainings of district officials and staff as well as community entities); (e) carrying out technical and E&S appraisal of local investments (Component 3); (f) preparing sustainability plans including verification of Operations & Maintenance (O&M) prepared by districts and Public-Private Partnerships (PPPs) for the management of local infrastructures; and (g) managing security on the ground including monitoring and reporting security incidents and taking measures to ensure the safety of project staff, contractors and assets.
- **District and Community Implementation.** The project will work through District Councils and administrations where these exist and incentivize creation of the same where conditions allow (Package A and B districts). There will be a Memorandum of Understanding (MoU) between FMS and participating districts. The district participation conditions for Package B and C, which include Component 2 activities, will require the assignment of four core personnel: (a) a coordinator, (b) a finance officer, (c) a community outreach officer, and (d) an administrative assistant.¹ Districts administrations with FMS support will mobilize community groups and institutionalize structures for community engagement in district development planning, identify community priorities, and onboard communities to crowdfunding platform. Through the local social contract platform component, BULSHO will help develop context appropriate models of engagement (Village level consultations forums for diagnostic & participatory planning involving existing community institutions, and multi-stakeholder engagement at district level. Districts participating in Package A will not implement activities themselves. Indeed, FMS with support from FGS will deliver all capacity building activities under component 1 to all three district types.

1.5 Beneficiaries

8. The main beneficiary categories and overall estimates of beneficiaries reached are three-fold as shown below:

¹ The project will cover their operating costs including stipends for travel and legitimate implementation activities, but districts must cover their core salaries.

- **Individuals:** Approximately 1.9M residents (50% of women) of twenty target districts will directly and indirectly benefit from the project through increased access to services. Approximately 1,000 district officials and staff (25% of women) will benefit from the project through training and increased knowledge on management, planning & budgeting, PMF, M&E etc. Approximately 50,000 community representatives (30% of women) will benefit from the project through increased agency and participation in decision making.
- **Communities:** Approximately 1,000 villages (or cluster of villages) will benefit from the project through increased capacity to identify opportunities, collaborate, and implement small scale investment.
- **District Governments:** Twenty45 district governments in total will benefit from the project through increased capacity to plan, budget for and execute local investments, raise and manage financial resources, and deliver services to their population.

2. Objective of the LMP

9. In general terms, the LMP seeks to promote sound worker management relationships and enhance the development benefits of a project by ensuring that projects workers are treated fairly and are provided with safe and healthy working conditions. Specifically, the LMP targets to:

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

10. The purpose of this LMP is to (a) identify the different types of project workers that are likely to be involved in the project, (b) set out the ways of meeting the requirements of ESS2 that apply to the different types of workers and (c) identify the resources necessary to address the labor issues associated with the project.

3. Overview of Labor Use on the Project

11. ESS2 categorizes workers as direct workers, contracted workers, community workers and primary supply workers as briefly described below:

3.1 Direct Workers

12. This category of workers entails people who are employed or engaged directly by the Borrower (including the project proponent and the project implementing agencies) to work specifically in relation to the project². It also includes people employed by MOIFAR to implement the project components as 'technical consultants'. Direct workers will be subject to the full requirements of ESS2. In BULSHO, such workers include:

- **FGS Secretariat:** A Secretariat Project Coordinator will be established within the MOIFAR to manage the project. The Secretariat will be headed by a fulltime Project Coordinator (PC) with overall responsibility for effective coordination, implementation and supervision of the Project. The Unit will be enhanced with Government employees at MOIFAR level, with skills to undertake key functions such as financial management, procurement, and communication and Monitoring and Evaluation (M&E). The Secretariat will also engage an experienced Environmental Specialist and Social/GBV specialists who will lead on matters Environmental and Social (E&S) risk management. Additional staff may be seconded from other Ministries to strengthen the E&S risk

² Para 3a, ESS2, World Bank Environmental and Social Framework

management capacity within the project. While the exact workforce at the FGS Secretariat is yet to be determined, it is anticipated that the workforce will be required on full time basis throughout the project implementation period.

- **FMS Secretariat.** All participating FMS's will establish their own Secretariats headed by a Project Manager (PM). The PM will be charged with overall responsibility for coordination, implementation and supervision of the Project at FMS level. The Unit will be staffed by Government employees drawn from relevant line ministries at the FMS level with skills to undertake key functions such as financial management, procurement and communication and monitoring and Evaluation (M&E). The FMS Secretariat will also appoint Environment, Social /GBV Officers who will lead on matters E&S risk management. The exact workforce at the Secretariat in each of the participating FMS is yet to be determined. Similarly, the FMS Secretariat workforce will be required on full time basis throughout the project implementation period.
- **Civil Servants from relevant line Ministries and Departments at both FGS and FMS levels:** At FGS level, the MOIFAR has a total of 175 government staff allocated across 14 departments undertaking functions such as reconciliation, civil registration, planning monitoring and evaluation, human resource management among others. These staff will remain subject to the terms and conditions of their existing public sector employment, which are governed by the Labor Code of Somalia (Law Number 65, adopted in 1972) governing all aspects of labor and working conditions including: contracts of employment, terms and conditions, remuneration, and occupational health and safety, trade unions and labor authorities. There will be no legal transfer of their employment or engagement to the project. Annex 5 presents more details on the MOIFAR organogram and staff categories and departments. All participating FMSs also have additional government staff who will be engaged to support project implementation on need basis.
- **Service providers (Consultants and Contractors):** The project will be supported by national and/or international consultants and contractors, who will be hired on needs-basis. The consultants will be assigned to various functions including capacity building for project staff, policy formulation, documentation of lessons learnt to inform project planning, payment service providers, mentors/trainers for the various categories of project beneficiaries. The contractors will be engaged to undertake basic infrastructure improvements activities, including renovations, rehabilitation and upgrading. The consultants and contractors will be governed by a set of mutually agreed contracts between them and the PMU and/or contracting agency. During the preparation of this LMP the estimated number of individual consultants and contractors in the project is yet to be determined.

3.2 Contracted workers

13. Include people employed or engaged by third parties to perform work related to core functions of the project, regardless of location.³ These include Technical Assistant (TA) providers and contracted workers engaged to support civil works envisaged under the project and specifically the implementation of social economic infrastructure investments including renovations, rehabilitation and upgrading under Component 3 of the program. Contracted workers will be subject to the full requirements of ESS2.

3.3 Primary Supply Workers

14. People employed or engaged by the Borrower's primary suppliers (suppliers who on an ongoing basis, provide directly to the project goods or materials essential for the core functions of the project).⁴ These may include suppliers of office furniture and equipment needed for the project operation, Information, Education and Communication (IEC) materials for disclosure of project information and for

³ Para 3b, ESS2, World Bank Environmental and Social Framework

⁴ Para 3c, ESS2, World Bank Environmental and Social Framework

training purposes among others. Suppliers must demonstrate that they are meeting the requirements regarding child labor, forced labor and serious safety concerns.

3.4 Community workers

15. The project is also likely to engage community workers where voluntary labor is provided by community members, in the implementation of basic infrastructure improvements activities including renovations, rehabilitation and upgrading financed under component 3 of the project.

4. Assessment of Key Potential Labor Risks

4.1 Key Labor Risks

16. Potential risks related to labor and working conditions include exposure of project workers to discrimination due to nepotism and elite capture, non-adherence to contract terms, Sexual Exploitation, Abuse and Harassment (SEA/SH) and other forms of Gender-Based Violence (GBV), forced and child labor, Occupational Health and Safety (OHS) hazards associated with small scale social economic investments financed under the project, standard office work, and security risks including the risks of engaging security personnel to safeguard project workers, sites, assets, and activities. A security risk assessment and management plan and guidelines will be developed before involvement of any public or private security personnel and implemented throughout project implementation. Appropriate mitigation measures to address such risks will be incorporated into procurement documents. In more specific terms, described below are the key labor risks expected during the implementation of the project.

- **Sexual Exploitation, Abuse and Sexual Harassment (SEA/SH) and gender discrimination:** preliminary assessment of the project-related risks of GBV and, in particular, SEA/SH risk is substantial due to factors including a) the project is likely to be implemented in districts/communities where SEA/SH and other forms of Gender-Based Violence (GBV), such as Intimate Partner Violence(IPV) are prevalent as a result of high insecurity, b) cultural norms, high levels of poverty and marginalization, c) severe spells of drought and famine, d) unemployment, low levels of literacy and project investments rolled out in a context of limited resources against widespread need; d) limitations on the mobility of women and girls and potential insecurity that may extend from movement, especially in the newly liberated areas/fragile districts and communities with minimal state presence, and the increased risk of exploitation and harm, including by armed groups/forces/individuals and e) community interaction with project workers can create risks for SEA. Sexual harassment amongst project workers, particularly as part of recruitment and retention efforts for workers hired under the project is also anticipated. Such SEA/SH risks were also confirmed during stakeholder consultations undertaken as part of project preparation process in the states of Jubbaland, Puntland, Hirshabelle and Galmudug.
- **Occupational Health and Safety (OHS) risks:** The anticipated project workers will include (i) direct workers (Secretariat staff, other relevant government staff), contracted workers (TA providers and civil works contractors), community workers (where voluntary labor is provided by community members), and primary supplier workers. The workers may be exposed to OHS hazards associated with social and economic investments, standard office work and insecurity risks.
- **Child and forced labor** are a potential risk particularly among primary supplier workers, including those who will supply equipment and materials necessary for project operation. Given the high risk of child labor in Somalia, the project team will need to pay particular attention to ensure that under-aged children are not engaged in the project activities. Project suppliers will be screened and monitored periodically to ensure compliance with this requirement. Forced labor risks are less likely as the project areas especially at the local government level have no shortage of labor supply. Civil servants and other contractors already have an above 18 years and written contract requirement in line with the Somalia's civil servant legislation and labor law.
- **Labor disputes over terms and conditions of employment may arise due to** discrimination (as a result of corruption/nepotism/elite capture), non-adherence to contract terms and conditions, increased demand for limited employment opportunities; labor wage rates and delays of payment; disagreement over working conditions; and health and safety concerns in the work environment.

In turn, there is also a risk that employers may retaliate against workers for demanding legitimate working conditions, or raising concerns regarding unsafe or unhealthy work situations, or other grievances raised, and such situations could lead to labor unrest.

- **Discrimination and exclusion of vulnerable groups.** Vulnerable individuals and groups including women, the elderly, youths, Persons With Disabilities (PWD), Traditional Ethnic Minorities (such as Bajuni, Bantu, Eyle, and Gabooye/Tumal/ Yibir), Internally Displaced Persons (IDPs) and female-headed households may be subject to increased risk of exclusion from employment opportunities under the project unless the project incorporates specific mitigation measures. This is especially because of the widespread unemployment and underemployment in Somalia. Workers may also be exposed to discrimination due to factors such as corruption, nepotism, elite capture and non-adherence to contract terms and conditions.
- **Security risks. With the ever-present threats of outbreaks of communal conflict and Al-Shabaab** attacks frequently targeting government and other strategic infrastructure and gatherings in urban areas, the security risk for the project workers is substantial. There is a particularly acute risk for health and education workers in high-risk areas and high-density urban areas such as Mogadishu which are frequently targeted. It is expected that security risks will vary over time, but currently it is particularly critical in areas controlled by Al Shabaab and includes parts of Jubaland and Hirshabelle or during upticks in political crises.
- **Spread of diseases in communities including HIV and AIDS** as a result of influx of laborers seeking employment under the project financed civil works activities envisaged under the project and specifically the implementation of basic social and economic infrastructure improvements activities including renovations, rehabilitation and upgrading.

5. Brief Overview of Labor Legislation

17. Somalia has ratified 6 out of 8 fundamental conventions of the International Labor Organization (ILO), including the following:

- a. Forced Labor Convention (No.29) (ratified in 1960)
- b. Freedom of Association and Protection of the Right of Organize Convention (No. 87) (ratified in 2014)
- c. Right to Organize and Collective Bargaining Convention (No.98) (ratified in 2014)
- d. Abolition of Forced Labor Conventions (No. 105) (ratified in 2014)
- e. Discrimination (Employment and Occupation) Convention (No. 111) (ratified in 1961)
- f. Worst Forms of Child Labor Convention (No. 182) (ratified in 2014)

18. The Provisional Constitution of the FGS (adopted in August 2012) provides the legislative framework for labor issues. The Labor Code of Somalia (Law Number 65, adopted in 1972) is the specific labor law governing all aspects of labor and working conditions, which covers: contracts of employment, terms and conditions, remuneration, occupational health and safety, trade unions and labor authorities. The provisions of the Labor Code apply to all employers and employees in all project areas and is applicable to all workers. The Labor Code (see Section 5.1) is broadly consistent with the ESS2 even though there is a significant gap in the enforcement of the legislation due to the low and or developing Environmental and Social (E&S) risk management capacity as a result of the protracted civil war in Somalia. The public service or public institutions are governed by the Civil Service Law (Law Number 11).⁵

5.1 Legislation on Terms and Conditions

19. The Federal Ministry of Labor and Social Affairs (MOLSA) is responsible for labor policy and regulatory frameworks. The Labor Ministry in each State is in charge of implementation of the labor code, including the labor inspection. While five States have labor ministries, only Puntland has three labor

⁵ The Labor Code was reviewed with support from ILO and a revised draft Labor Code was agreed and adopted in February 2019 by representatives from various ministries of the Federal Government of Somalia, all Federal Member States, employers, workers, and academia. The Federal Ministry of Labor could not predict the likely timeframe for the Parliamentary approval and advised that the existing Labor Code (1972) shall continue to be applicable until revised code becomes the law. Consultation with State's Labor Ministries also have confirmed that they follow the national Labor Code in administration of Labor matters in their States.

inspectors under the minister. Others have no functioning labor inspection. Table 2 presents the list of relevant provisions of the Labor Code with regard to terms and conditions of work (sample provided in Annex 6), in particular to wages, deductions, and benefits:

Table 2: Brief Overview of Labor Legislation: Terms and Conditions

Legislation	Provisions
Content of individual contract of employment (Article 46)	Subject to the provision of this Code or regulations made hereunder, a written individual contract of employment shall specify the following: (a) name and father's name of workers; (b) address, occupation, age and sex of workers; (c) employer's name and address; (d) nature and duration of contract; (e) hours and place of work; (f) remuneration payable to the worker; and (g) procedure for suspension or termination of contract.
Notice for termination of contract (Article 50)	Either of the contracting parties may terminate a contract of employment by giving written notice as follows: <ul style="list-style-type: none"> ○ Not less than ten days in the case of manual workers; ○ Not less than 30 days in the case of non-manual workers; ○ No notice need be given in case the duration of contract does not exceed one month.
Minimum wages (Article 72)	Taking into consideration the economic and social conditions of the country (and in consistence with the provisions of Article 72), the minimum wages for any category of workers may be determined by decree of the President of the Republic, on the proposal of the Minister, having heard the Central Labor Commission, and with the approval of the Council of Secretaries.
Hours of work (Articles 85-86)	The normal hours of work of a worker shall not exceed eight a day or 48 a week. Hours worked in excess of the normal hours of work shall not exceed 12 a week and shall entitle a worker to a proportionate increase in remuneration, which shall in no case be less than 25 percent of the normal remuneration.
Weekly rest (Article 96)	Every worker shall be entitled to one day's rest each week, which should normally fall on Friday. It shall consist of at least 24 consecutive hours each week. Workers shall also be entitled to a rest day on public holidays recognized as such by the State.
Annual leave (Article 97)	Workers shall be entitled to 30 days leave with pay for every year of continuous service. An entitlement to leave with pay shall normally be acquired after a full year of continuous service.
Fringe benefits (Article 73)	Any employer shall provide (a) accommodation when a worker is required to be away from his normal residence; (b) free food to workers, or subsistence allowance in place thereof; (c) free transport to and from the place of work when a worker is required to work in a town or locality away from his normal residence.
Deductions from remuneration (Article 82)	No deductions other than those prescribed by the Code or regulations made hereunder or any other law or collective Labor agreement shall be made from a worker's remuneration, except for repayment of advances received from the employer and evidenced in writing.
Death benefit (Article 53)	In case of death of a worker during his contract of employment, the employer shall pay to his/her heirs an amount not less than 15 days' remuneration as death benefit for funeral services.

Legislation	Provisions
Expecting and nursing mothers (Article 91)	A woman worker shall be entitled, on presentation of a medical certificate indicating the expected date of her confinement, to 14 weeks maternity leave with pay.
Nursing breaks (Article 92)	A woman worker who is nursing her own child shall be entitled, for a maximum of a year after the date of birth of the child, to two daily breaks of one hour each. The breaks shall be counted as working hours and remunerated accordingly.

5.2 Legislation on Occupational Health and Safety

20. The Labor Code covers protection against risks to the workers notification procedures in occupational accidents, medical requirements at site and conveyance of injured workers to the hospitals, among others. Some of the key provisions of the Labor Code with regard to OHS are provided in Table 3.

Table 3: Brief Overview of Labor Legislation: Occupational Health and Safety

Legislation	Provisions
Protection against possible risks (Article 101)	<p>All factories, workshops and other workplaces shall be built, installed, equipped and managed in such a way that the workers are properly protected against possible risks. For this purpose, the employer shall:</p> <ul style="list-style-type: none"> a. Maintain a perfect state of safety and hygiene to avoid risks of accident or damage to health; b. Take suitable measures to prevent contamination of workplaces from toxic gases, vapors, dust, fumes, mists and other emanations; c. Provide sufficient and suitable toilet and washing facilities, separate for men and women workers; d. Provide an adequate supply of drinking water easily accessible to all workers; e. Maintain fire-fighting appliances and staff trained in their use; f. Provide the necessary safety appliance adapted machinery and plant; g. Maintain machinery, electrical and mechanical plant, instruments and tools in good condition to ensure safety; h. Provide suitable installations for the removal of refuse and drainage of residual waters; i. Take the necessary precautions in his establishment to protect the life, health and morality of the workers; j. Ensure that his staff receive the necessary instructions for the prevention of industrial accidents, occupational diseases and other risks inherent in their occupations; k. Post up in conspicuous parts of the workplace's notices explaining clearly the obligations of the workers to observe safety rules, and visual signs indicating dangerous places; l. Supply the workers with the apparatus and instruments to guard against the risks inherent in the work; m. Take steps to provide the necessary first aid in urgent cases to workers involved in accidents or falling sick during work. <p>The law does not explicitly include the right of workers to remove themselves from dangerous work situations without employer reprisal.</p>
Notification of industrial accidents and occupational diseases (Article 102)	The employer shall immediately notify the competent Labor inspectorate of all accidents resulting in injury or death and occupational diseases.

Legislation	Provisions
Medical facilities (Article 103)	Every undertaking normally employing more than ten workers at the single centre shall maintain a first-aid chest.
Conveyance of injured and sick workers (Article 104)	<p>It shall be the duty of the employer to arrange at his own expense for the conveyance to the nearest hospital of any injured or sick worker who can be so conveyed and who cannot be treated on the spot with the means available.</p> <p>The Revised Draft Somalia Labor Code has more emphasis on occupational health and safety requirements. It makes the Director of Occupational Safety and Health (OSH) responsible for the registration of hazards and risks, regulation and supervision of all workplaces and monitoring or enforcing compliance with Labor Code and any other Labor law to the extent that they regulate safety, health and welfare in the workplaces. Part VI of the Revised Draft Labor Code covers the administration of occupational accidents, injury and disease provisions at workplace, employer's general duties towards to OSH, insurance requirements, employees' general duties, medical support, compensations, offenses and penalties, etc.</p> <p>In the absence of a fully adopted revised Somalia Labor Code and functioning implementation mechanisms (oversight bodies and courts), the ability of the government to adequately adjudicate the provisions in the LMP is constrained. The Civil Service Commission is able to address the complaints of civil service workers that are limited to unfair dismissals. Through the LMP, the government will identify gaps between ESS2 requirements and legislation and its implementation so that these can be promoted as part of the project through appropriate technical assistance.</p>

5.3 Legislation on Discrimination and Abuse

21. Somalia's provisional Constitution provides that "all workers, particularly women, have a special right of protection from sexual abuse, segregation and discrimination in the workplace. Every Labor law and practice shall comply with gender equality in the workplace (Articles 24 and 25). Table 4 presents the relevant provisions in the Labor Code:

Table 4: Brief Overview of Labor Legislation: Discrimination and Abuse

Legislation	Provisions
Expecting and nursing mothers (Article 91)	<p>No woman worker shall be discharged during a period of pregnancy, as duly confirmed by a medical certificate until the end of the period of leave mentioned in the next succeeding paragraph or until the child is 1-year-old, provided that this rule shall not apply to the following cases:</p> <ul style="list-style-type: none"> • The cessation of the activity of the undertaking in which the woman worker is employed; • The completion of the work for which the woman worker was engaged or the termination of the employment relationship on the expiry of the stipulated term
Child labor and forced labor:	
Prohibited work (Article 90)	The term "children" means persons of either sex who have not attained the age of 15 years, and the term "young persons" means those who have attained the age of 15 years but have not attained the aged of 18 years. Where the age is uncertain, medical opinion shall be obtained.
Unlawful to employ children (Article 93)	It shall be unlawful to employ children under the age of 15 years, provided that this restriction as to age shall not apply to:

Legislation	Provisions
	<ul style="list-style-type: none"> ○ Pupils attending public and state-supervised trade schools or non-profit-making training workshops; ○ Members of the employer's family and his relatives if they are living with him and are supported by him and are employed on work under his orders in an undertaking in which no other persons are employed.
Minimum age for certain types of work (Article 94)	<p>The minimum age for employment on a vessel as a trimmer or stoker or on underground work in quarries or mines shall be 18 years, provided that the minimum age for any other employment on a vessel (including a fishing vessel) shall be 15 years;</p> <p>Young persons under the age of 16 years shall not be employed in work done on flying scaffolds or portable ladders in connection with the construction, demolition, maintenance or repair of buildings.</p>
Freedom of Labor (Article 6)	Forced or compulsory labor is forbidden in any form.

5.4 Brief Overview of World Bank Guidance

22. **World Bank guidelines on OHS requirements:** Measures relating to OHS will be applied to the project. The OHS measures will include the requirements of this LMP and will take into account the General Environmental Health and Safety Guidelines (EHSGs) and, as appropriate, the industry specific EHSGs and other Good International Industry Practice (GIIP). The OHS measures applying to the project will be set out in the legal agreement and the Environmental and Social Commitment Plan (ESCP).

23. **World Bank standards relating to non-discrimination and equal opportunity:** In line with ESS2 and other World Bank guidance, decisions relating to the employment or treatment of project workers will not be made on the basis of personal characteristics unrelated to inherent job requirements. The employment of project workers will be based on the principle of equal opportunity and fair treatment, and there will be no discrimination on the basis of personal characteristics unrelated to inherent job requirements, with respect to any aspects of the employment relationship, such as recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment access to training, job assignment, promotion, termination of employment or retirement, or disciplinary practices. Codes of conduct for all workers will include measures to prevent and address harassment, intimidation, and/or exploitation and receive orientation on the same.

24. **World Bank standards in relation to addressing vulnerabilities in specific groups of project workers:** The Borrower will provide appropriate measures of protection and assistance to address the vulnerabilities of project workers, including specific groups of workers, such as women, youth, people with disabilities, migrant workers, and children (of working age in accordance with this ESS). Such measures may be necessary only for specific periods of time, depending on the circumstances of the project worker and the nature of the vulnerability.

25. **World Bank standards in relation to child labor:** A child over the Somali national minimum age of 15 and under the age of 18 may be employed or engaged in connection with the project only under the following specific conditions:

- The work is not hazardous or will not interfere with the child's education or be harmful to the child's health or physical, mental, spiritual, moral or social development;
- An appropriate risk assessment is conducted prior to the work commencing and;
- The Borrower conducts regular monitoring of health, working conditions, hours of work and the other requirements of this ESS.

6. Responsibilities for Implementing the Labor Management Procedures

26. The FGS MoIFAR will be the lead implementing agency responsible for the overall implementation and supervision of the project, including this LMP in close cooperation with the Ministry of Finance and the relevant sector lines ministries. At FMS-level, the Ministries of Interior (MOI) of each state will lead the implementation of the BULSHO program in their respective states.

27. The proposed governance arrangements will consist of Secretariats at FGS and FMS levels. At the FGS level, the Secretariat will be managed from the MoIFAR and a Project Coordinator engaged for this purpose. To meaningfully support the implementation of the legally binding Environmental and Social Commitment Plan (ESCP) measures, MoIFAR will recruit qualified and experienced Environmental specialist, Social specialist and GBV-SEA/SH specialist. Further, each participating FMS will appoint E&S Focal Points. In this arrangement, the MoIFAR Project Coordinator will provide strategic direction with respect to the LMP, led by the Social specialist and GBV-SEA/SH specialist, supported by the E&S Focal Points in each of the participating FMS.

28. The MoIFAR however, lacks prior experience in implementing WB funded projects and has limited knowledge if any, in the application of the WB's ESF and the related ten Environmental and Social Standards (ESSs). Under this context, the project team and especially the E&S team at the FGS and FMS levels will participate in continuous capacity strengthening sessions on E&S risk management and application of ESF instruments and supported by the WB project team throughout implementation cycle.

29. The overarching implementation and monitoring of the LMP will be the responsibility of the National Secretariat. The direct responsibility of implementation will be designated to the Social specialist-assisted by the GBV specialist and the E&S Focal Points (FPs) in each of the participating FMS. The Social specialist will work with other ministry and state-level E&S FPs to ensure that the objectives of the LMP are met and with the appropriate allocation of the necessary resources for its implementation.

30. The Social specialist with the support of the GBV-SEA/SH specialist will be responsible for the following tasks relevant to labor and working conditions:

- a. Promote and ensure the overall implementation of this LMP, including training and orientation of FMS staff from relevant departments, and ensuring that all contractors and primary suppliers comply with the provisions of this LMP in line with ESS2 in relation to the management of their workers.
- b. Engage and manage consultants in accordance with this LMP and the applicable Procurement Documents.
- c. Monitor the potential risks of child labor, forced labor, SEA/SH prevention and serious safety issues in relation to contractors and primary suppliers.
- d. Ensure that the grievance mechanism for project workers is established and implemented and that workers are informed of it.
- e. Promote implementation and ensure monitoring of labor and occupational health and safety performance.
- f. Report to the World Bank on quarterly basis on the implementation of the LMP.

31. Each participating FMS will establish a Secretariat led by a Project Manager (PM) and will appoint E&S FPs who will be the lead the implementation of the LMP and other ESF instruments. With regards to the LMP, the E&S FPs will undertake the following tasks:

- a. Supervise contractors and primary suppliers' adherence to the LMP;
- b. Ensure contractors and primary suppliers' maintain records of recruitment and employment of contracted workers (including sub-contractors);
- c. Provide induction and regular training to all category of workers on environmental, social and OHS risk and appropriate mitigation measures;
- d. Require primary supplier(s) to identify and address risks of child labor, forced labor and serious safety issues and undertake due diligence to ensure such risks are identified and addressed;

- e. Support the development and ensure implementation of the Grievance Mechanism (GM) for direct and contracted workers. Ensure that grievances received from the contracted workers are resolved promptly (and if requested confidentially), and report the status of grievances and resolutions regularly to the FGS Social and GBV specialists and World Bank;
- f. Ensure all direct hire workers, including consultants, as well as workers engaged through contractors and primary suppliers understand and sign the Code of Conduct (CoC) prior to the commencement of works and supervise compliance with the CoC;
- g. Ensure the abbreviated CoC is translated to the local language and displayed in all project supported facilities (Annex 1); and
- h. Report on monthly basis to the FGS Social and GBV specialists on management of labor related risk and OHS performance.

7. Procedures to Address Identified Labor Related Risks

32. Below is a summary of proposed procedures to address the key labor risks identified under section 4.1. These procedures which aims to implement the WB and national policies/legislative requirements shall be cascaded down to all contractors as well as their sub-contractors to establish and maintain a safe and healthy working environment.

Table 5: Proposed Procedures and Measures to Address Identified Labor Risks

Labor Risk	Recommended Mitigation Measures
Occupational Health and Safety (OHS).	<ul style="list-style-type: none"> ▪ Undertake risk assessments to identify and analyze potential OHS hazards to workers; before commencing various project activities. For civil works related activities, further OHS measures shall be defined in the respective ESMPs. ▪ Provide appropriate sanitation facilities at the workplace and appropriate PPE for all workers including women and persons with disability, as needed; ▪ Training of workers on hazard/risk identification and mitigation measures before being allowed to start activities that generate the risks and refresher trainings shall be provided. Secretariat maintain records of all the worker trainings done; ▪ Ensure documentation and timely reporting of OHS accidents and incidents; ▪ All workers shall be sensitized on the Security Management Plan (SecMP) and expected to adhere to it throughout including in their journey plans. ▪ Ensuring project drivers are duly qualified and trained in defensive driving. Only designated drivers shall be allowed to operate project vehicles and suitable journey plans shall be maintained. ▪ Ensure project vehicles are maintained through regular servicing as per manufactures specification and records maintained. The government of Somalia vehicle fleet management policy shall be applied. All project vehicles shall be insured, and valid insurance maintained throughout the project implementation. ▪ Develop and operate safety protocols to reduce the risk of exposure to infectious diseases such as HIV/AIDS. ▪ In the event of a fatality or serious injury, the FGS Secretariat shall report to the Bank no later than 48 hours after learning of the incident or accident (ESIRT, March 2023) and inform the government authorities (where available) in accordance with national reporting requirements (Labor Code Article 102). Corrective actions shall be implemented in response to project-related incidents or accidents. The FGS Environmental Specialist together with Social/GBV specialists will conduct a root cause analysis for designing and implementing further corrective actions.
Child labor	<ul style="list-style-type: none"> ▪ The minimum age for workers employed/engaged in relation to the project is set at 18. Verification of the age of employees shall be undertaken prior to the engagement of labor and be documented.

Labor Risk	Recommended Mitigation Measures
	<ul style="list-style-type: none"> ▪ The Secretariat will undertake monitoring, at a minimum every three months, of all workers, to ensure that all contractors, and primary suppliers engaged in relation to the project are not employing/engaging anyone under 18 years of age for work in relation to the project. ▪ The Secretariat will encourage the primary supplier and contractors to apply the following age verification means that could be used in Somalia context where official identification system is broadly unavailable: <ul style="list-style-type: none"> a. Check the birthday on official documents such as birth certificate, national ID or other credible records, where available; b. Inquire with the local community leader, community action group or with other credible community sources; or c. Obtain written confirmation from the medical practitioner. ▪ To prevent the engagement of under-aged labor, all contracts shall have contractual provisions to comply with the minimum age requirements including penalties for non-compliance. ▪ The primary supplier shall be contractually allowed to engage in child labor. ▪ All ministries where staff will be fully or partially paid through the project are required to maintain labor registry of all contracted workers with age verification. ▪ The FGS Social/GBV specialists and FMS E&S Focal Points will review procedures for staff engagement by primary suppliers. Where the risk of child labor is established, Secretariat will require the primary supplier to take appropriate remedial measures.
Forced labor	<ul style="list-style-type: none"> ▪ The primary suppliers and contractors shall be contractually required not allow engagement of forced labor ▪ The Social /GBV specialists and E&S Focal Points will review procedures for staff engagement by primary suppliers. The PMU shall also undertake due diligence on the prequalified suppliers as regards their labor management policies and any history of forced labor. Where the risk of forced labor is established, the FGS and FMS Secretariats will require the primary supplier to take appropriate remedial measures.
Labor disputes over terms and conditions of employment	<ul style="list-style-type: none"> ▪ All Project workers are to be provided with information and documentation that set out their rights under national labor and employment law (which will include any applicable collective agreements), including their rights related to hours of work, wages, overtime, compensation and benefits, as well as those arising from the requirements of ESS2 (Annex 6 presents the procedures to be followed to ensure compliance with the Labor Code and specifically with regard to terms and conditions of work.) ▪ The information and documentation will be provided at the beginning of the working relationship and when any material changes to the terms or conditions of employment occur. ▪ The information and documentation should be clear and understandable regarding their terms and conditions of employment. ▪ The project will have GM for direct workers and contracted workers. The GMs are for purposes of ensure all workplace grievances are promptly addressed. Further, the project will respect the project workers' right of labor unions and freedom of association.
Discrimination and exclusion of vulnerable groups	<ul style="list-style-type: none"> ▪ The employment of project workers under the BULSHO will be based on the principle of equal opportunity and fair treatment, and there will be no discrimination based on personal characteristics unrelated to inherent job requirements with respect to any aspects of the employment relationship, such

Labor Risk	Recommended Mitigation Measures
	<p>as relating to recruitment and hiring, terms of employment (including wages and benefits), termination and access to training.</p> <ul style="list-style-type: none"> ▪ The project shall comply with the national Labor Code on gender equality in the workplace, which will include provision of maternity leave and nursing breaks and sufficient and suitable toilet and washing facilities, separate for men and women workers.
Security risks.	<ul style="list-style-type: none"> ▪ Given the substantial security risks in some parts of the country, the project will develop and roll out a SecMP with appropriate security measures to minimize the potential risk to civil servants paid by the project and direct workers. ▪ Contactors will be required to have security procedures in place for their workers and report any serious incidents to the FGS Secretariat within 48 hours; otherwise, their contracts may be terminated. Key security measures may include: <ul style="list-style-type: none"> a. Security protection by security personnel (such as by district police) to prevent terrorist attacks on individuals and government facilities; b. Restrictions on work hours where security risks are higher (such as night-time); and measures to maintain low profile of workers. c. In close consultation with appropriate security authorities, the FGS Secretariat, should regularly review and update the SecMP. d. Guidelines on Safety of workers alongside other labor-management procedures will be explicit in all contracts and bidding documents and due diligence of the independent verification agent; should be carried out to ensure that they observe the LMP. ▪ Workplace processes will be put in place for project workers to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health. ▪ 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.
GBV/SEAH incidents	<ul style="list-style-type: none"> ▪ A CoC outlining expected standards of behavior will be signed by all project workers and government civil servants. Further, they will be required to attend regular awareness sessions on the same including the consequences of non-compliance to the CoC. ▪ Project staff and GM focal points will receive guidance on handling GBV SEA/SH related complaints including ensuring utmost confidentiality, following the wishes of the survivor in raising the complaint and referring the survivor to supportive GBV services. ▪ Build the capacity of communities, local leaders, project workers at the national and county level on SEAH, develop and disseminate IEC materials that are informative and translated in Somali language. ▪ A separate GM structure (from the broad project GM) will be set up to address GBV/SEA/SH issues at the FGS and FMS level. ▪ All staff and GM focal points should be informed that if a case of GBV is reported to them, the only information they should establish is if the incident involves a worker on the project, the nature of the incident, the age and sex of the complainant and if the survivor/complainant was referred to service provision. ▪ The staff should not under any circumstances try to investigate or refer the issue without explicit agreement of the survivor.

Labor Risk	Recommended Mitigation Measures
	<ul style="list-style-type: none"> ▪ If the complainant thinks a project worker is involved the incident or is unsure, the GM focal point should report the incident immediately to the GBV-SEA/SH Specialist who will provide further guidance after consulting with the World Bank. ▪ Such SEA/SH incidents should be reported to the World Bank within 72 hours.
Spread of diseases in communities including HIV and AIDS	<ul style="list-style-type: none"> ▪ Project staff will be sensitized on the preventing communicable diseases - Communication on risks of infection with HIV and AIDS will be conducted throughout the project. ▪ Posters/flyers on HIV/AIDS which will be translated in Somali language will be developed and distributed at the national and county/sub-county offices). ▪ A CoC outlining expected standards of behavior will be signed by all project workers and government civil servants. Further, they will be required to attend regular awareness sessions on the same including the consequences of non-compliance to the CoC.

8. Budget for Implementing the LMP

The MoIFAR will ensure that adequate funds are allocated for implementation of the LMP. The budget will be used to cater for costs related to development and roll out of: security guidelines for civil servants and direct workers, codes of conduct for direct workers (all ESS 2 requirements) and other workers (OHS requirements, including security and GBV prevention), printing, dissemination, training and signing of codes of conduct, including security and GBV protocols and GMs, costs related to awareness creation of beneficiaries and local leadership and induction of project workers on the provisions of this LMP as outlined in Table 6. The budget estimate for implementing LMP is US\$ 130,000.

Table 6: Budget for Implementing the LMP

Action	Timeline	Approx. budget (\$)	Responsibility
Develop and roll out security guidelines.		20,000	Social/GBV specialists at the FGS level and E&S Focal Points at the FMS level
Develop and roll out of codes of conduct for Direct workers (all ESS2 requirements) and other workers (OHS requirements, including security and GBV prevention).		30,000	
Print, disseminate, train and sign codes of conduct, including security and GBV protocols and GMs.		50,000	
Develop guidelines and activation of project workers GM		30,000	
Include GM, OHS, GBV and ESIRT requirements in all contractors bidding documents and contracts and carry out due diligence and monitoring		No cost implication.	
Monitor and report all aspects of LMP compliance quarterly.	Every 3 months	To be carried out as part of overall compliance monitoring as provided in the SEP prepared separately for this project and thus	

Action	Timeline	Approx. budget (\$)	Responsibility
		no need for a separate budget.	
Estimated costs		130,000	

9. Grievance Mechanism

9.1 Workers Grievance Mechanism

33. Typical work-place grievances include fair and equal opportunity for employment; labor wages rates and delays in payment; disagreements over working conditions; and health and safety concerns in work environment. Therefore, in line with the ESS2 requirements, a separate Grievance Mechanism (GM) will be provided for all direct workers and contracted workers (and, where relevant, their organizations) to raise workplace concerns. Such workers will be informed of the GM at the time of recruitment and the measures put in place to protect them against any reprisal for its use. A separate GM shall be prepared for community workers.

34. Handling of grievances should be objective, prompt and responsive to the needs and concerns of the aggrieved workers enabling to prevent, mitigate, or resolve tensions and problems before they escalate into more serious issues that will require extra resources to address. The GM will also allow for anonymous complaints to be raised and addressed. Individuals who submit their grievances may request for confidentiality which needs to be safeguarded to ensure safety and freedom of workers that lodged complaints including ensuring whistle blower protection. The Secretariat will investigate any suspected breach of confidentiality where it has been requested.

35. The GM will be designed to address concerns using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution. The GM may utilize existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are readily accessible to such project workers. Existing grievance mechanisms may be supplemented as needed with project-specific arrangements. The worker GM will not impede access to other judicial or administrative remedies that might be available under the law or through arbitration procedures or mechanisms provided through collective agreements.

36. Project staff at the FMS and FGS level will be encouraged to raise concerns with their immediate supervisor in the first instance. However, if the concern relates to the project, the staff can also raise it via the social /GBV officer at the FMS level who will in turn forward to the Project Manager for resolution through the project GM (see the project SEP).

37. GM for contractor workers: For all contractors, a workers' GM will be required and included in bidding documents and contracts. If the contractor does not have a GM in place for contracted workers, the direct workers' GM will be made available to them. Sample templates for complaint registration, logging and reporting are provided under Annex 2, 3 and 4.

9.2 Procedure of Management of Workers Grievance

38. This section below outlines the procedure to be applied under BULSHO in addressing grievances between project workers and their employees or amongst project employees before the intervention of the formal court, except in cases where the grievance constitutes a criminal offense that requires notification of the law enforcement agencies.

- a. A code of conduct should be developed and translated into Somali. (Sample provided in Annex 1).

- b. All project workers should receive an orientation on the code of conduct and the workers GM and sign a code of conduct outlining their rights and responsibilities regarding OHS requirements (including security protocols and SH/SEA prevention). All records of induction shall be kept and made available for inspection by the FGS and FMS Secretariat or the WB.
- c. In case of violation, the aggrieved employee must capture and present the details of the grievance to the immediate supervisor or the supervisor's superior in case of conflict of interest.
- d. The supervisor will verify the details and seek to address the matter within the shortest time up to 48 hours.
- e. If not resolved within 48 hours, the supervisor will escalate the matter until a resolution is found.
- f. Where no resolution is found, the employee can escalate the matter to the social /GBV officer at the FMS level who will in turn forward to the Project Manager for resolution through the project GM. The SECRETARIAT, in this case, will facilitate a fair agreement between the worker and the employer.
- g. If the grievance is still not resolved, the grievance will be escalated by the Social/GBV specialists at the FGS level to the sector specific institutions or FGS Secretariat or courts.
- h. Where the formal courts are not accessible, do not exist in an area, or cannot render a judgment, the matter shall be reported to and handled through the Project GM. The Secretariat, in this case, will facilitate a fair agreement between the worker and the employer.
- i. The Contractor shall keep records of all proceedings of GM that are within its jurisdiction and furnish the FMS and FGS Secretariat as part of the periodic progress reporting to the Secretariat.
- j. All GBV SEA/SH related grievances should follow the GBV/SEA Prevention and Response Action Plan (GBV SEA/SH Action Plan) referral pathways and complaints resolution mechanism (more details are provided in the project (GBV SEA/SH Action Plan).
- k. In case of risk of retribution, the employee may immediately escalate to the court system or to the Secretariat as noted above.

9.3 Grievances related to Gender Based Violence (GBV)

39. While the social risk rating of the proposed project at the concept stage is moderate and will be reassessed once the nature and scale of investments and associated risks/impacts are clearer, preliminary assessment of the project-related GBV SEA and SH risk is substantial. This is because project activities will likely be implemented in districts/communities where SEA/SH and other forms of Gender-Based Violence (GBV), such as Intimate Partner Violence (IPV), are prevalent as a result of high insecurity, cultural norms, high levels of poverty and marginalization, severe spells of drought and famine, unemployment, low levels of literacy and project investments rolled out in a context of limited resources against widespread need.

40. The GBV specialist with the support of the Social specialist will be the main Focal Person responsible for ensuring GBV related complaints are addressed. The E&S FPs at each of the participating FMS will assume the lead responsibility in handling GBV related grievances. Further, the project will provide various avenues for reporting GBV/SEA/SH cases. Such avenues include through the FGS Project Coordinator and the Social and GBV specialists, FMS Project Manager and E&S FPs, staff handling the call centers, or through the GM Hotline Operator. Complaints relating to GBV SEA/SH will be addressed immediately by referring the GBV survivors to support services as per the GBV Referral Pathway (more details provided in the SEA/SH Action Plan). In addition, FMS E&S FPs will have a dedicated telephone line and, email address where such complaints can be raised.

41. In line with the survivor-centered approach, the grievance recipient to whom an allegation is disclosed will provide a safe, caring, and supportive environment. This means being non-judgmental, empathetic, and compassionate, and demonstrating emotional support to the survivor while clarifying relevant information. It also means respecting confidentiality and the wishes of the survivor. Once a case has been taken in by a GM operator or via the identified focal points, informed consent of the survivor is obtained to proceed with the case, the case file/information will be submitted to the FGS GBV specialist with the support of the Social specialist. The GBV specialist will ensure that the survivor has been provided with all necessary GBV referral services and will ensure that the survivor is safe.

9.4 World Bank Grievance Mechanisms

42. If a complaint about the project or serious labor complaints (such as forced labor, child labor, or OHS incidents including SEAH) has been raised with the FGS Secretariat, and no satisfactory response has been received, complaints from workers can be raised with the World Bank Somalia office via email to somaliaalert@worldbank.org.

World Bank Washington Office: If no satisfactory resolution has been received from the World Bank Country office, grievances can be raised with the World Bank Office in Washington. For more information: <http://www.worldbank.org/grs>, email: grievances@worldbank.org.

Or

The World Bank
Grievance Redress Service (GRS)
MSN MC 10-1018
1818 H St NW
Washington, DC 20433, USA
Email: grievances@worldbank.org
Fax: +1 202 614 7313

Complaints may be submitted by mail, fax, e-mail, or hand delivery to the World Bank headquarters or any World Bank country office.

43. **World Bank's Inspection Panel:** If not satisfactory solution to the complainants is reached through the GRS, project affected communities and individuals may submit their complaint to the WB's independent Inspection Panel which determines whether harm occurred, or could occur, as a result of WB non-compliance with its policies and procedures. Complaints may be submitted at any time after concerns have been brought directly to the World Bank's attention, and Bank Management has been given an opportunity to respond. www.inspectionpanel.org.

10. Monitoring and Reporting

44. The Social specialist will assume the overall lead responsibility for implementation and monitoring of the LMP in close cooperation with the FGS Project Coordinator. The FGS project Coordinator will allocate the necessary resources for successful implementation of the LMP and ensure that the objectives of the LMP are met. The FMS E&S FPs will closely monitor labor and occupational health and safety performance of the project and report to the FGS Social specialist who will in turn report quarterly to World Bank. FGS Social specialist with the support of the FMS E&S FPs will confirm and ensure that the Primary suppliers and project contractors are complying with the child labor, forced labor and safety requirements every 3 months.

LMP Annexes

Annex 1: Individual Code of Conduct for Project Workers

Introduction

The Federal Government of Somalia (FGS) with the support of the World Bank (WB) are preparing the BUSLHO program to strengthen community and local institutions for social cohesion, inclusion and resilience. The program will support decentralization and expanding state reach by strengthening district and community institutions as well as coordination with and by FMS and FGS; it will situate itself in the stabilization continuum by supporting process legitimacy through inclusive and participatory governance and support trust and social cohesion by incentivizing collaborative action within and amongst communities and between communities and the state. It is a 10-year program (2025-2030), focuses on extending local governance and services to hard-to-reach and rural areas, and seeks to build trust and legitimacy by focusing on process—or how services are delivered—while contributing to progress on service delivery outcomes.

This Code of Conduct contains essential principles and behavioural rules that are expected to abide by in the daily work of project staff in the office and in the field. The Project staff must comply with this code of conduct and are expected to act in accordance with the Fundamental Principles enshrined within this Code of Conduct at all times

Scope and application

This Code of Conduct applies to all BULSHO Project Staff at all times during their service with the MOIFAR and other Ministries at Federal and State level – both during and after working hours. “Project Staff” in this Code of Conduct refers to all the project employees, consultants, volunteers, interns, and all individuals working under the Federal Government of Somalia and its Member States name and legal status. Staff violating this Code of Conduct are subject to disciplinary measures in accordance with the Disciplinary Measures on the CoC of the civil servant of the Somalia Government, as appropriate.

This Code of Conduct is also valid for all service providers, unless they dispose of their own Code containing all of the same fundamental standards as BULSHO Project Code of Conduct. These rules form an integral part of contracts stipulated with service providers who are therefore required to comply with this Code of Conduct. The violation of this Code of Conduct will result in the immediate termination of all contracts and the discontinuation of the collaboration

Commitment to the tenets of the Code

I, acknowledge that adhering to environmental, social, health and safety (ESHS) standards, following the project’s occupational health and safety (OHS) requirements, and preventing sexual exploitation and abuse, sexual harassment and other forms of gender-based violence (GBV) and violence against children (VAC) is important. All forms of GBV or VAC are unacceptable in the workplace or when interacting with communities.

General Rules of Conduct

- All Project Staff must comply with criminal and civil laws in force in the Federal Government of Somalia and its Member States.
- The values that are enshrined in the Somalia’s constitution, which are fundamental to human rights, protecting dignity of the human person and respect of the rights of all, are the guiding principles of all staff working with or providing services to BULSHO Project.
- Tolerance and understanding are the basic human values that are essential for the work BULSHO

Project Staff is undertaking on the ground. All staff must respect all persons equally, without any distinction whatsoever. This respect should foster a climate and a working environment sensitive to the needs of all.

- All Project Staff must apply Code of Conduct both working and non-working hours, abstain from any conduct that they know or appear inappropriate.
- All Project Staff are obliged to comply with all policies and procedures as included in the security guidelines.

Duties and authority

- All Project Staff should fulfil their work duties with integrity and follow working schedules and requirements as per their contract.
- All Project Staff should perform their official duties in a manner that preserves and enhances public confidence in their own integrity and that of the project.
- All Project Staff must carry out their duties efficiently and to the required standards.
- All Project Staff must follow the country guidelines and policy regarding political neutrality and must not allow their own personal or political opinions to interfere with their work.
- Any Project Staff who wishes to stand for public office must inform the Project Management Team and refrain from using project benefits for any political gains.

Respecting the dignity of all

- All Project Staff are expected to respect the dignity of people receiving the project assistance or benefiting from the project both directly or indirectly. In no instance should the need for assistance justify any person being exposed to situations that undermine their dignity, whether they occur during the identification of their needs or risks, or while the services are carried out.

Discrimination, intimidation or violence

- All Project Staff are expected to refrain from any form of discrimination based on status, gender, religion, nationality or ethnic group, language, marital status, age, disability or clan/political affiliation.
- All Project Staff are required to display irreproachable conduct with the beneficiaries of the project, employing particular caution when dealing with the most vulnerable and disadvantaged groups.
- All Project Staff should avoid offering preferential treatment towards individuals, use his/her position of authority or power to give favors to any specific groups, and must remain courteous to the communities in the project targeted locations.

Fraud, Conflict of interest and the abuse of Power

- Conflict of interest may occur when project staff interests interfere with the performance of his/her official duties or call into question the qualities of integrity, independence and impartiality required from the project staff. This can happen when personnel, directly or indirectly, benefit improperly, or allow a third party and/or pressure groups to benefit from project activities using power or authority.
- All Project Staff are expected to refrain from any action aimed at obtaining an unauthorized benefit, such as money, goods, services or other personal or commercial advantages in any form.
- All Project Staff duty bound to avoid being in a position of authorizing work assignments, consultancy roles, benefits or service contracts to any persons or companies with whom he/she has personal, family or financial interests.
- All Project Staff are forbidden to solicit or accept money, gifts or favors of any kind in exchange for contracts, benefits or employment offers.
- In dealing with suppliers and consultants, all recipients must favor the interest of the project, refraining from engaging in any behavior that could result in personal gain.

Harassment, Sexual Exploitation and Abuse or Gender-Based Violence

- Harassment in any shape or form is an affront to human dignity and all project staff to BULSHO must not engage in any form of harassment or abuse. All Project Staff must be provided guidance on what constitutes harassment and abuse of authority and how unacceptable behaviour will be addressed.
- All Project Staff must not use language or behaviour towards women, children (anyone age 18 or under) or men that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate.
- All Project Staff should not engage in or benefit from any form of sexual exploitation and abuse or gender-based violence or crimes, including sexual harassment (for instance, requests for sexual favors, and other verbal or physical conduct, of a sexual nature, including subtle acts of such behavior e.g., looking somebody up and down; kissing, howling or smacking sounds; hanging around somebody; whistling and catcalls; giving personal gifts; making comments about somebody's sex life etc.), sexual exploitation or abuse (for instance, exchanging money, employment, goods or services for sex or sexual favors, or making promises or favorable treatment dependent on sexual acts – or other forms of humiliating, degrading or exploitative behavior), or any other form of sexual abuse or violence.
- All Project Staff should not participate in sexual contact or activity with children (anyone age 18 or under). Mistaken belief regarding the age of a child is not a defense. Consent from the child is also not a defense or excuse.
- All Project Staff must remain vigilant during the field visit for all instances of sexual or gender-based violence and, where discovered, report such instances to relevant local authority and or authorized service provider.

Harassment, Abuse and Sexual Relations in the place of work

- All Project Staff, regardless of sex, age, position, type of contract or status, are responsible for ensuring that the workplace is free from harassment, exploitation and abuse. In addition, they are also responsible for discouraging and reporting unacceptable behavior. (Article 298) It criminalizes rape and all forms of sexual violence.
- All Project Staff are entitled to enjoy a work environment that is free from discrimination and harassment – psychological, verbal, and sexual or any other form – and abuse. The Project Management Team will not tolerate any deeds or conduct by any member of project staff that could be considered harassment, exploitation or abuse.
- All Project Staff members are responsible for taking assertive action if they believe they are subjected to, or become aware of, harassment, intimidation, discrimination or abuse, regardless of its nature and who the alleged offender is, either by immediately bringing the unwelcome conduct to the attention of the offender – who may not be aware of the possible offence – or by reporting it to the direct line manager or through the dedicated GBV/SEAH Grievances Mechanism in place
- All managers are required to display a high level of professional behavior and personal conduct and ensure that any incident relating to unacceptable behavior is promptly addressed and corrective action taken, as established by the code of conduct

With regard to Children under the Age of 18

- Wherever possible, ensure that another adult is present when working in proximity of children.
- Not invite unaccompanied children unrelated to my family into my home unless they are at immediate risk of injury or in physical danger.
- Use any computers, mobile phones, video, and digital cameras appropriately, and never exploit or harass children or access child pornographic material through any medium (see also “Use of

children's images for work-related purposes" below).

- Refrain from physical punishment or discipline of children.
- Refrain from hiring children for domestic or other labor, which is inappropriate given their age or developmental stage, which interferes with their time available for education and recreational activities or places them at significant risk of injury.
- Comply with all relevant local legislation, including labor laws in relation to child labor.

Use of Children's Images for Work-Related Purposes

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

Use of drugs

- All Project Staff members shall not use drugs, alcohol, and khat and should not be under the influence of drugs while on duty.

Use of Assets

- The Project Staff are expected to return any assets provided by the project for carrying out specific functions to at the end of the assignment, unless an alternative solution has been advised in writing. Unjustified possession of assets will always be considered as misappropriation.

Use of Vehicles

- All Vehicles provided by the project to staff can be used only for the operations of project activities and for safety reasons. Any other use, not expressly authorized, implies that the user personally assumes all costs and risks involved.

Use of Equipment's and IT instruments

- All equipment and IT facilities can be used only for the operations of project activities and all due care and precautions should be adopted while using them.

Duty of Discretion

- All Project Staff must maintain the utmost discretion with regard to project information acquired in the course of their work and all information must be treated confidentially.
- All Project Staff are prohibited from commenting on allegations related to the project unless they obtained the express prior consent of the project management.
- All Project Staff must not permanently store outside the workplace documents, including in electronic format, which were created in the course of their work for the purpose other than their work.
- It is forbidden to send or store information requiring special handling using IT facilities whose security is not guaranteed by the project.

Right and Obligation to Report and Investigate All Violations

- All Project Staff have the right and obligation to report any known or suspected violation of this code of conduct.
- Any reported information concerning the violation of one or more of the Code's rules will be kept strictly confidential, will be registered and securely archived and will only be disclosed when necessary.
- The Project Management Team retains the right to initiate an internal investigation in order to acquire further information regarding the alleged violation of one or more provisions of the Code. Any such investigation will be confidential and timely.
- The Project Staff or any person subject to the complaint must be offered the opportunity to explain and / or respond to the charges made before any disciplinary action is taken. In the case of a criminal offence, the concerned party must be informed that, in addition to disciplinary action, the case may be reported to the relevant legal authorities for further investigation.
- Any declaration or intentionally false accusation against another member of staff or third party will be considered gross negligence, which may lead to the individual being held responsible within the limits provided for by current legislation.

Staff Awareness, Safeguards and Healthy Working Environment

- All Project Staff remain responsible for their actions. It is the responsibility of staff to read the Code of Conducts. If any of the provisions contained within this Code of Conduct and related codes of practice are not fully understood the project staff must, in their own interests, seek clarification from their project coordinators.
- All Project Staff must be briefed about this Code of Conduct and any disciplinary measures individually or at a team meeting by the Project Management Team.
- The Project Management Team are required to provide all project staff a safe and healthy working environment, recognizing the possible inherent dangers and limitations presented by the local environment and will ensure that reasonable precautions are taken to protect relevant staff in high-risk or life-threatening operations.
- The Project Management Team are required to ensure all project staff are able to perform their duties in accordance with the principles of this Code and ensure that they meet appropriate physical and mental fitness standards to perform their contracted duties.

Implementation of the Code

- The Project Management Team are required to ensure that all Personnel contracts include appropriate incorporation of this code and relevant and applicable labour laws terms and conditions will be clearly communicated and available in a written form to all Personnel in a format and language that is accessible to them.
- All Project Staff must sign a declaration acknowledging intent to comply with the Code of Conduct.
- The FGS and FMS Ministries and Agencies employing Project Staff are responsible for the provisions of the code. They are required to take a strong stance against misconduct, reminding staff at all levels to comply with the code of conduct. They are also required to report cases to the Project Management Team.
- All project beneficiaries must be informed of the code of conduct when the project is launched and again at the midway point of project implementation.
- All project beneficiaries must be informed and have access to means of reporting any cases or potential cases of misconduct through a safe and reliable means established by the project grievance mechanism
- Any Project Staff accused of grave misconduct or illegal acts will face disciplinary action including immediate termination of their contracts.

Sanctions

- I understand that if I breach this Code of Conduct, my employer will take disciplinary action, which could include:
 - Oral warning;
 - Written warning;
 - Additional training;
 - Loss of up to one week's salary;
 - Suspension of employment (without payment of salary), for a minimum period of 1 month up to a maximum of 6 months;
 - Termination of employment; and
 - Report to the police if warranted.

Declaration

I, the undersigned, _____ certify that I have read the Code of Conduct, that I understand all its provisions and that I undertake to adhere it.

I am aware that failing to comply with the Code shall result in disciplinary actions and that a serious lack of compliance could result in immediate dismissal.

In witness whereof, the undersigned has signed on this _____ day of _____ 2025.

Signature

ANNEX 2: Complaints Registration Form (to be translated into Somali)

1. Complainant's Details

Full name or Reference number (if confidentiality requested):

Male/Female _____

Mobile _____

Email _____

District _____

Relationship to the project _____

Age (in years): _____

2. Which institution or officer/person are you complaining about?

Ministry/department/agency/company/group/person

3. Have you reported this matter to any other public institution/ public official?

☐ Yes ☐ No

4. If yes, which one?

5. Has this matter been the subject of court proceedings?

☐ YES ☐ NO

6. Please give a brief summary of your complaint and attach all supporting documents [Note to indicate all the particulars of *what* happened, *where* it happened, *when* it happened and by *whom*]

7. What action would you want to be taken?

8. Have you received feedback are you satisfied with the outcome?

Signature _____

Date _____

ANNEX 3: Complaints Log

Date and mode of receipt (email, telephone no/WhatsApp/in person, letter)	Date acknowledged and how	Name and contact or reference number (if confidential)	Nature of complaint	Who referred to and how resolved	Date resolved	Feedback given to complainant and agreement and date	Suggestions to prevent similar issues/complaints in future

ANNEX 4: Complaints Reporting Template

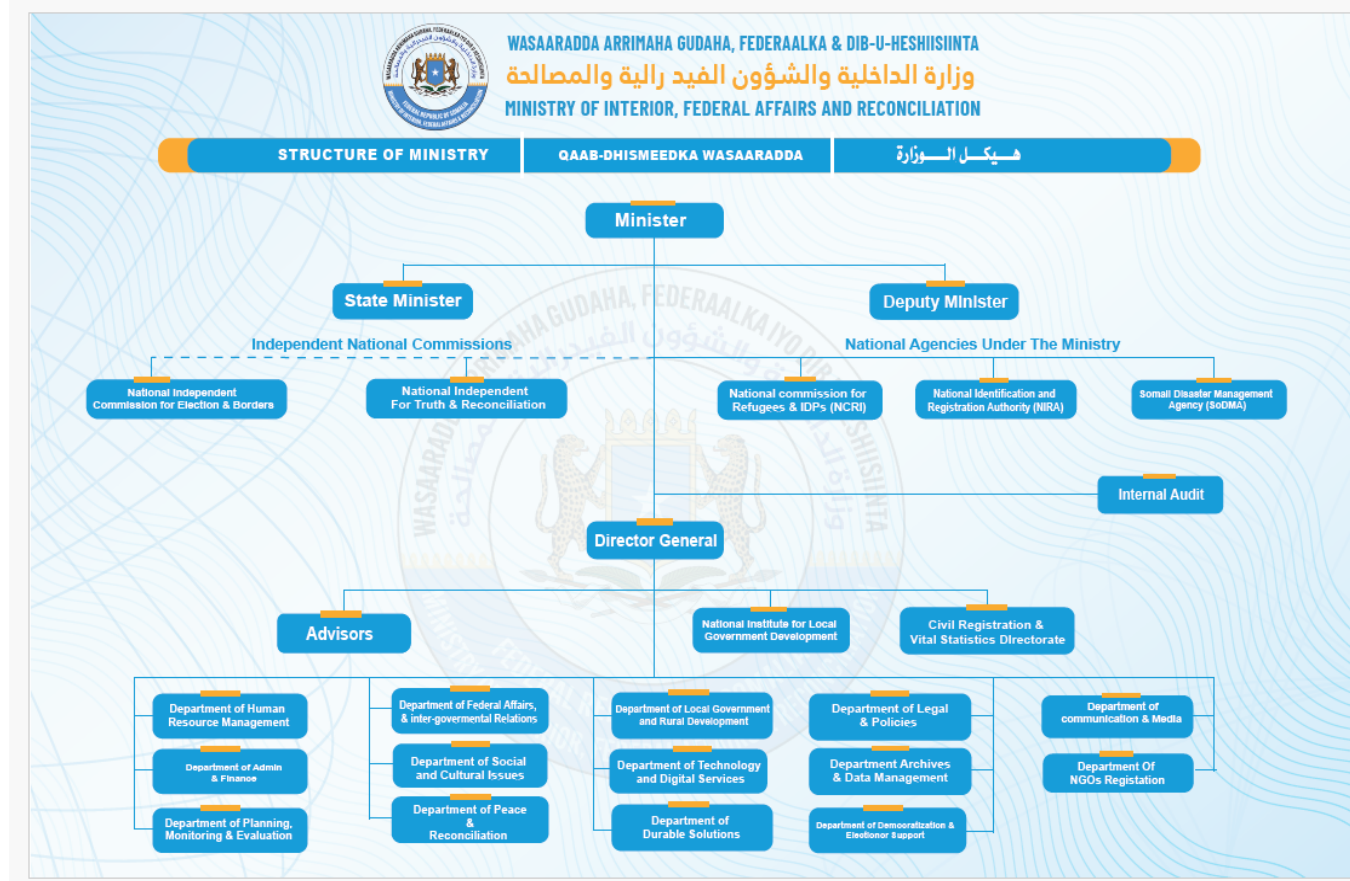
District:

Position:

Name:

3-month period (start and end dates)	No. of complaints received	Main mode complaint lodged (email, telephone no/WhatsApp/in person, letter)	No. of complaints resolved (pending)	Main type of complaint	Duration taken to resolve, e.g. spot resolution, 1 day, 7 days, 14 days, 1 month, quarterly, annual	Recommendations for system and project improvement

ANNEX 5: MOIFAR Organogram and Staff Categories



No'	Departments	Grade A	Grade B	Grade C	Grade D	Total
1	Local Government	10	3	0	0	13
2	Social Affairs	5	10	1	0	16
3	Reconciliation	9	4	0	0	13
4	Civil Registration and Vital Statistics	7	1	0	0	8
5	Federal and IGR	12	7	0	0	19
6	Planning, Monitoring and Evaluation	5	3	1	0	9
7	National Local Government Institute	7	1	1	0	9
8	NGOs Registration	2	2	2	0	6
9	Human Resource Management - HR	1	3	0	0	4
10	Policy and Legal	3	0	0	0	3
11	Communication and Media	3	0	0	0	3
12	Durable Solution	5	1	0	0	6
13	Archive	3	1	0	0	4
14	Admin and Finance	24	8	12	18	62
	Total	96	44	17	18	175

ANNEX 6: Terms and Conditions for Project Workers

The terms and conditions for direct workers will be governed by the contracts with the Secretariat and contracted workers with their employees. Short-term, temporary staff will not have maternity or annual leave etc. Their terms and conditions will be based on a specific assignment to be completed within a certain period at a pay rate per day or household etc. These terms and conditions will be discussed at recruitment and before training commences and a code of conduct signed. The Labor Code of Somalia presented in Section 5 (Overview of Labor Legislation) above is the guiding legislation on employment terms and conditions for all workers. The Federal Ministry of Labor in Mogadishu have confirmed that they generally follow provisions of Labor Code for all matters related to labor engagement and management. Below are key components of the terms and conditions that should be applied to project workers under the project:⁶

- **Provision of written individual contract of employment:** A written individual contract of employment shall be provided to project workers that specify the following: (a) name of workers; (b) address, occupation, age and sex of workers; (c) employer's name and address; (d) nature and duration of contract; (e) hours and place of work; (f) remuneration payable to the worker; and (g) procedure for suspension or termination of contract. Depending on the origin of the employer and the employee, employment terms and conditions will be communicated in a language that is understandable to both parties. In addition to written documentation, an oral explanation of conditions and terms of employment will be provided to workers who may have difficulty understanding the documentation.
- **Notice for termination of contract:** Either of the contracting parties may terminate a contract of employment by giving written notice as under: (a) not less than ten days in the case of manual workers; or (b) not less than 30 days in the case of non-manual workers. No notice needs to be given in case the duration of contract does not exceed one month. For enumerators who may be found in breach of confidentiality or falsifying information, termination should be forthwith even if contractual period is more than one month.
- **Minimum wages:** While the mechanism to set the official minimum wage by Presidential decree (Labor Code, Article 72) is not currently functioning, the market rate is available for each job type in different localities. Fair market rate have been identified and applied for project workers in line with the civil service rates.
- **Hours of Work.** The normal hours of work of a project worker shall not exceed 8 hours a day or 48 a week. Hours worked in **excess** of the normal hours of work shall not exceed 12 hours a week and shall entitle a worker to a proportionate increase in remuneration.
- **Rest per week:** Every worker shall be entitled to one day's rest each week, which should normally fall on Friday. It shall consist of at least 24 consecutive hours each week. Workers shall also be entitled to a rest day on public holidays recognized as such by the State.
- **Annual leave:** Workers shall be entitled to 15 days' leave with pay for every year of continuous service. An entitlement to leave with pay shall normally be acquired after a full year of continuous service.
- **Maternity leave:** A female worker shall be entitled, on presentation of a medical certificate indicating the expected date of her confinement, to 14 weeks' maternity leave with half pay, of which at least six weeks shall be taken after her confinement, provided that she has been employed

⁶ While there are other provisions applicable to labor engagement in Labor Code (for example, "fringe benefit" under Article 73), the applicability of such provisions will be reviewed during the contracting stage, when the approach to work implementation is better understood.

by the employer for at least six months without any interruption on her part except for properly certified illness.

- **Nursing breaks:** A female worker who is nursing her own child shall be entitled, for a maximum of a year after the date of birth of the child, to two daily breaks of one hour each. The breaks shall be counted as working hours and remunerated accordingly.
- **Deductions from remuneration:** No deductions other than those prescribed by the Code or regulations made hereunder or any other law or collective Labor agreement shall be made from a worker's remuneration, except for repayment of advances received from the employer and evidenced in writing. The employer shall not demand or accept from workers any cash payments or presents of any kind in return for admitting them to employment or for any other reasons connected with the terms and conditions of employment.
- **Death benefit:** In case of death of a worker during his contract of employment, the employer shall pay to his heirs an amount not less than 15 days' remuneration as death benefit for funeral services.
- **Medical treatment of injured and sick workers:** It shall be the duty of the employer to arrange at his own expense for the conveyance to the nearest hospital of any injured or sick worker while at work who can be so conveyed and who cannot be treated on the spot with the means available.
- **Collective Agreements:** A collective agreement is an agreement relating to terms and conditions of work concluded between the representatives of one or more trade unions, on the one hand, and the representatives of one or more employers, on the other hand. Where collective agreements exist between the employer and project workers, such agreements will be applied, where relevant.

Annex 7: Occupational Health and Safety (OHS) Incident Reporting Procedures

If any of the below types of incidents occur on the project, the Bank will send the Client the Bank's Part B of ESIRT form for the Client to complete and send it to the Bank within 48 hours of becoming aware of the incident.

Once the Bank reviews the incident notification report (Part B), the Bank will send the Client Part C of the Bank's ESIRT Form to capture the findings of the incident investigation to be undertaken within 10 working days and send back to the Bank.

Reportable Incident Types

The following are incident types to be reported using the environmental and social incident response process:

Fatality: Death of a person(s) that occurs within one year of an accident/incident, including from occupational disease/illness (e.g., from exposure to chemicals/toxins).

Lost Time Injury: Injury or occupational disease/illness (e.g., from exposure to chemicals/toxins) that results in a worker requiring 3 or more days off work, or an injury or release of substance (e.g., chemicals/toxins) that results in a member of the community needing medical treatment.

Acts of Violence/Protest: Any intentional use of physical force, threatened or actual, against oneself, another person, or against a group or community, that either results in or has a high likelihood of resulting in injury, death, psychological harm, deprivation to workers or project beneficiaries, or negatively affects the safe operation of a project worksite.

Disease Outbreaks: The occurrence of a disease in excess of normal expectancy of number of cases. Disease may be communicable or may be the result of unknown etiology.

Displacement Without Due Process: The permanent or temporary displacement against the will of individuals, families, and/or communities from the homes and/or land which they occupy without the provision of, and access to, appropriate forms of legal and other protection and/or in a manner that does not comply with an approved resettlement action plan.

Child Labor: An incident of child labor occurs: (i) when a child under the age of 14 (or a higher age for employment specified by national law) is employed or engaged in connection with a project, and/or (ii) when a child over the minimum age specified in (i) and under the age of 18 is employed or engaged in connection with a project in a manner that is likely to be hazardous or interfere with the child's education or be harmful to the child's health or physical, mental, spiritual, moral or social development.

Forced Labor: An incident of forced labor occurs when any work or service not voluntarily performed is exacted from an individual under threat of force or penalty in connection with a project, including any kind of involuntary or compulsory labor, such as indentured labor, bonded labor, or similar labor-contracting arrangements. This also includes incidents when trafficked persons are employed in connection with a project.

Unexpected Impacts on heritage resources: An impact that occurs to a legally protected and/or internationally recognized area of cultural heritage or archaeological value, including world heritage sites or nationally protected areas not foreseen or predicted as part of project design or the environmental or social assessment.

Unexpected impacts on biodiversity resources: An impact that occurs to a legally protected and/or internationally recognized area of high biodiversity value, to a Critical Habitat, or to a Critically Endangered or Endangered species (as listed in IUCN Red List of threatened species or equivalent national approaches) that was not foreseen or predicted as part of the project design or the environmental and social assessment. This includes poaching or trafficking of Critically Endangered or Endangered species.

Environmental pollution incident: Exceedances of emission standards to land, water, or air (e.g., from chemicals/toxins) that have persisted for more than 24 hrs or have resulted in harm to the environment.

Dam failure: A sudden, rapid, and uncontrolled release of impounded water or material through overtopping or breakthrough of dam structures.

Other: Any other incident or accident that may have a significant adverse effect on the environment, the affected communities, the public, or the workers, irrespective of whether harm had occurred on that occasion. Any repeated non-compliance or recurrent minor incidents which suggest systematic failures that the task team deems needing the attention of Bank management.

Part B: To be completed by Borrower within 24 hours

B1: Incident Details			
Date of Incident:	Time:	Date Reported to PIU:	Date Reported to WB:
Reported to PIU by:	Reported to WB by:	Notification Type: Email/phone call/media notice/other	
Full Name of Main Contractor:		Full Name of Subcontractor:	

B2: Type of incident (please check all that apply) ¹
Fatality <input type="checkbox"/> Lost Time Injury <input type="checkbox"/> Displacement Without Due Process <input type="checkbox"/> Child Labor <input type="checkbox"/> Acts of Violence/Protest <input type="checkbox"/> Disease Outbreaks <input type="checkbox"/> Forced Labor <input type="checkbox"/> Unexpected Impacts on heritage resources <input type="checkbox"/> Unexpected impacts on biodiversity resources <input type="checkbox"/> Environmental pollution incident <input type="checkbox"/> Dam failure <input type="checkbox"/> Other <input type="checkbox"/>

¹See Annex 1 for definitions

B3: Description/Narrative of Incident
<p>Please replace text in italics with brief description, noting for example:</p> <ol style="list-style-type: none"> I. <i>What is the incident?</i> II. <i>What were the conditions or circumstances under which the incident occurred (if known)?</i> III. <i>Are the basic facts of the incident clear and uncontested, or are there conflicting versions? What are those versions?</i> IV. <i>Is the incident still ongoing or is it contained?</i> V. <i>Have any relevant authorities been informed?</i>

B4: Actions taken to contain the incident			
Short Description of Action	Responsible Party	Expected Date	Status
For incidents involving a contractor: Have the works been suspended (for example, under GCC8.9 of Works Contract)? Yes <input type="checkbox"/> ; No <input type="checkbox"/> ; Trading name of Contractor (if different from B1): Please attach a copy of the instruction suspending the works.			

B5: What support has been provided to affected people

Part C: To be completed by Borrower (following investigation)

C1: Investigation Findings
<p>For example:</p> <ol style="list-style-type: none"> I. where and when the incident took place II. who was involved, and how many people/households were affected III. what happened and what conditions and actions influenced the incident IV. what were the expected working procedures and were they followed V. did the organization or arrangement of the work influence the incident VI. were there adequate training/competent persons for the job, and was necessary and suitable equipment available VII. what were the underlying causes; where there any absent risk control measures or any system failures

C2: Corrective Actions from the investigation to be implemented (To be fully described in Corrective Action Plan)		
Action	Responsible Party	Expected Date

Part C cont.: To be completed by Borrower (following investigation)

C3a: Fatality/Lost time Injury information						
Cause of fatality/injury for worker or member of the public (please check all that apply):						
1. Caught in or between objects <input type="checkbox"/> 2. Struck by falling objects <input type="checkbox"/> 3. Stepping on, striking against, or struck by objects <input type="checkbox"/> 4. Drowning <input type="checkbox"/> 5. Chemical, biochemical, material exposure <input type="checkbox"/> 6. Falls, trips, slips <input type="checkbox"/> 7. Fire & explosion <input type="checkbox"/> 8. Electrocutation <input type="checkbox"/> 9. Homicide <input type="checkbox"/> 10. Medical Issue <input type="checkbox"/> 11. Suicide <input type="checkbox"/> 12. Others <input type="checkbox"/> Vehicle Traffic: 13. Project Vehicle Work Travel <input type="checkbox"/> 14. Non-project Vehicle Work Travel <input type="checkbox"/> 15. Project Vehicle Commuting <input type="checkbox"/> 16. Non-project Vehicle Commuting <input type="checkbox"/> 17. Vehicle Traffic Accident (Members of Public Only) <input type="checkbox"/>						
Name	Age/DOB	Date of Death/Injury	Gender	Nationality	Cause of Fatality/Injury	Worker (Employer)/Public

C3b: Financial Support/Compensation Types (To be fully described in Corrective Action Plan template)			
1. Contractor Direct <input type="checkbox"/> 2. Contractor Insurance <input type="checkbox"/> 3. Workman's Compensation/National Insurance <input type="checkbox"/> 4. Court Determined Judicial Process <input type="checkbox"/> 5. Other <input type="checkbox"/> 6. No Compensation Required <input type="checkbox"/>			
Name	Compensation Type	Amount (US\$)	Responsible Party

C4: Supplementary Narrative