



**REPUBLIC OF ZAMBIA**

**MINISTRY OF GENERAL EDUCATION**

**LABOR MANAGEMENT PROCEDURES – ZAMBIA ENHANCEMENT OF EARLY  
LEARNING (ZEEL)**

**July 2021**

## List of abbreviations used

7NDP	Seventh National Development Plan
AF	Additional Financing
COVID-19	Coronavirus Disease 2019
DEBS	District Education Board Secretary
ECE	Early Childhood Education
ESF	Environmental and Social Framework
FBO	Faith Based Organisations
FGDs	Focus Group Discussions
GBV	Gender-Based Violence
GRM	Grievance Redress Mechanism
GRMC	Grievance Redress Mechanism Committee
GPE	Global Partnership for Education
HIV/AIDS	Human immunodeficiency virus / Acquired immune deficiency syndrome
IRI	Interactive Radio Instruction
LMP	Labor Management Procedures
M&E	Monitoring and Evaluation
OHS	Occupational Health and Safety
PEO	Provincial Education Offices
PDO	Project Development Objective
PCC	Parent Center Committees
PPE	Provision of Personal Protective Equipment's
PM	Project Manager
PIC	Project Implementation Committee
PIM	Project implementation manual
PIU	Project Implementation Unit
POs	Program Officers
SIs	Statutory Instruments
UNESCO	United Nations Educational, Scientific and Cultural Organization
ZEEL	Zambia Enhancement of Early Learning
ZEEP	Zambia Education Enhancement Project
ZEPIU	Zambia Education Implementation Unit

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## **Introduction**

The provision of Early Childhood Education (ECE) forms an important part of the right to education and the attainment of universal education. The goal is to create a supportive operational environment that ensures that key aspects to the delivery of ECE are achieved. As the United Nations Educational, Scientific and Cultural Organization (UNESCO) states, ECE must encompass all actions that contribute to the survival, growth, development and learning of children. This includes health, nutrition and hygiene, as well as cognitive, social, emotional and physical development from birth to starting primary school.

The Ministry of General Education (MoGE) and its partners intend to establish an appropriate policy environment; formulate ECE management structures and information systems; facilitate institutional collaboration; ensure supply of a qualified human resource and its continued professional development; accelerate supply of delivery services including multimode approaches; entrench robust practices around ECE curriculum development, delivery and resourcing, undertake research and evaluation of ECE delivery; resolve inequities and ensure a conducive learning environment; and engage the private sector and local communities as integral partners to the provision of ECE services.

The MoGE and the Zambia – World Bank Education team are working together in the preparation of the proposed Global Partnership for Education (GPE) – funded Zambia Enhancement of Early Learning (ZEEL) project. The total cost of the project is US \$39.8 million. The objective of ZEEL is to improve access for children of 3 – 6 years of age to quality early childhood services in targeted areas.

ZEEL project is being prepared in line with the World Bank’s Environmental and Social Framework (ESF). ESF requires Projects to develop a Labour Management Procedure (LMP) under ESS2 (Labour and Working Conditions).

The LMP sets out (i) how project workers will be managed in accordance with existing national law, (ii) states terms and conditions of employment that will apply to project workers, (iii) provides for equal opportunities and non-discrimination of project workers, (iv) establishes minimum age for employment in preventing child labour (v) forced labour (vi) workers organizations (vii) Terms and conditions (viii) measures to address occupational health and safety of workers and (ix) establishment of a worker grievance mechanism.. The provisions on the LMP will apply to direct works, contracted workers and community workers engaged by the project.

## **1. OVERVIEW OF LABOR USE ON THE PROJECT**

In order for the proposed project to be implemented and achieve the aforementioned objectives, there will be need to employ workers. Therefore, this document will outline the Labor Management Procedures (LMP) that will apply to all project workers, skilled or unskilled, who include; full time, part-time, temporary, seasonal or even migrant workers. The purpose of this LMP is to facilitate planning and implementation of the project. It further identifies the main labor requirements and risks associated with the project and will help determine the resources necessary to address project labor risks

The LMP will be applied to all Project workers whether full time, part-time, temporary, seasonal, migrant workers in the following manner;

- Those employed or engaged directly to work specifically in relation to the Project
- People employed or engaged by the Project’s primary suppliers

I. This Project is expected to engage workers categorized as follows: Direct workers- these will be the Project Implementation Unit (PIU) staff. The composition of the PIU unit is as follows:

A Deputy Project Coordinator (DPC) will be recruited, who will be responsible for overall management and coordination of the ZEEL activities. The DPC will be assisted by four program officers. The DPC and Program Officers (POs) will work under the overall supervision of the ZEPCU Project Coordinator, who, in turn, will directly report to the Permanent Secretaries of Finance and Technical Services. Under the ZEEP AF, the ZEPCU would have two financial management specialists, four assistant accountants, two supply chain/procurement officers, two civil engineers/architects, one safeguard expert who will perform two roles of gender and GBV expert, one monitoring and evaluation (M&E) expert, one communication specialist, and one information and communications technology (ICT) expert. These staff apart from their current assignments with the Ministry, will assume additional responsibilities of supporting ZEEL implementation, as is the case under ZEEP AF, the ZEEL PIU staff will be members of the ZEPCU staffing. Qualifications, experience, and terms of reference of each staff will be provided in the Project Implementation Manual (PIM).

II. Contracted workers- these will be the workers who will be contracted to undertake specific tasks both skilled unskilled.

The approximate number of contracted workers for the proposed project is nine. These will include; Technical supervisor, Lead foreman, brick layer, electrical Welder, Carpenter, four general workers. These will be engaged by the project on contracts of varying durations depending on requirements.

III. Community workers –The project will make use of community workers who will assist in drawing of water, collection of buiding sand and construction of class rooms as part of their contibution towards the project. Approximately 15 workers will be engaged through the Project Implementation Committee (PIC) whose responsibility is to procure building materials and labor in accordance the Governments rules and procedures..Workers will be drawn from the local communities. When hiring workers the project will apply non-discriminatory, equal opportunities allowed according to the work needs; and regulations of the labor law.

**Table 1: Showing the Number off Categorized Workers**

S/N	Number Of Categorized Workers.	Number of Workers
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1.	Direct workers	13
2.	Contracted Workers	9
3.	Community Workers	15

**2. ASSESMENT OF KEY POTENTIAL LABOR RISKS**

The labor risk associated with the project is assessed to be related to, risks of accidents, hazardous work environment, incidences of child labor, Gender Based Violence, Covid-19 and HIV/AIDS

The main aim of the project is to improve equitable access and quality learning conditions in early childhood education in targeted areas. Activirties under Sub component 1.1 will include expansion of ECE facilities with community engagement in targeted areas, thus\_increasing the supply of and demand for ECE facilities in targeted disadvantaged areas through the expansion of a hub and community-based satellite model involving local communities in construction and maintenance of facilities.

Further, sub-component 2.1 of the project will support expansion of early childhood centres in the 30 districts of Zambia using a wo-pronged approach of constructing facilities within existing primary school premises and establishment of standalone centres. Construction works will include 1x2 class rooms,1x1 classroom pupils toilets, teachers houses, teachers toilets outdoor play equipment other works will also include rehabilitation of already existing structures to the required class room standards.

The project will also involve traditional method of construction using bricks and mortar. The building will be built from scratch( number of buildings not determined this time). Community workers will carry out activities of construction of an early childhood education center which will include excavation of 90- 1000mm deep trench chopping of shrubs, loading of crushed stones, building sand gravel, compacting of loose gravel into hard core, offloading of bricks, erecting of rook roof over the building and working from scarf fording.

**2.1 Key Labor risks**

- The key labor risks that may be associated with the ZEEL project include the followingIncidences of Child and forced labor, a child over the minimum age and under the age of 18 will not be employed if the activities a likely to be harzadous or may interfere with the child’s education.
- Risks of HIV/AIDS transmission and other communicable diseases, including COVID-19, among project workers and between project workers and local communities
- If there will be an influx of workers in the community, this is likely to cause an increase in Gender Based Violence (GBV)/SEA (Sexual abuse) to the learners, teachers as well as community members from the project workers.

- Construction of ECE centres on already existing schools may create a dangerous environment to the workers, community and the learners:
  - Occupational Health and Safety, due to various stages of construction works, these processes may cause health risks to the school as well as the community. The dust from the construction site may be a health hazard and the construction equipment may also cause harm to the community, learners as well as the workers.
  - Body injury, the construction works might cause body injury to the workers, learners, teachers as well as community members.
  - Workers may be exposed to: slips, trips and falls at construction site; lifting of heavy materials; being struck by objects: elevated levels of particulate material in the air; risks associated with use of hand powered tools, exposure to chemicals (e.g., paints, cleaning liquids, etc.); risks due to vibrations; risks due to welding and cutting; and risks due to communicable and vector-borne diseases.
  - Workers will be exposed to traffic related accidents, from residential and commercial vehicles travelling on roads where workers are working, and workers transporting materials and wastes to and from the construction site.
- Misappropriation of funds, this is a possibility of project risks that can be caused by the contractors. This can demotivate project workers if they are not paid and may lead to delay in terms of meeting deadlines.

During site clearing, preparation and construction works noise will be generated due to construction related work. This will create noise pollution. During school hours this may create disturbances to classroom activities and to residents living close to the construction site.

In addition, there will be generation of dust emission. Dust generated during clearing and construction work can cause difficulties for students who have respiratory problems and become a nuisance during school hours. Soil/ gravel kept for long periods without proper cover can generate dust and become an inconvenience during school hours and for surrounding residents. Transportation of materials to site will also generate dust.

Further, the use of lead-based products during construction works, present in coat, paints and sheets may be hazardous. Lead is commonly absorbed into the body by inhalation from use of and/or scrapping of lead-based products. When workers or community members breathe in lead as a dust, fume, or mist, their lungs and upper respiratory tract absorb it into the body. They can also absorb lead through the digestive system if it enters the mouth and is ingested.

During construction, safety of workers, school children and residents will be an issue. Construction related operations will generate safety risks to workers. Given work will be on school premises, construction sites that are not cordoned off or fenced can cause potential safety hazards to students and residents who are too close to the construction site. Construction site workers will be exposed to risks of accidental collisions with moving vehicles, strains from repeated movements or from lifting and heaving of heavy objects, slips and falls. Accidental cuts from tools and machines are

also safety risks. Wet cement as a building material is corrosive on contact to with human skin. Construction projects vary in their scope and potential for exposing workers to lead and other hazards. During the operation, poor maintenance and hygiene in toilet may be sources of fly infestation and other pathogens that may cause water borne diseases such as diarrhea, dysentery and typhoid.

## **2.2 Remedial measures**

Occupational health and safety measures will be applied in the ZEEL project, these will include the following:

- Training of workers on monitoring and use of Personal Protective Equipment (PPE)
  - Provision of Personal Protective Equipment's (PPE) for the project team and community workers,
  - Provide information on HIV/AIDS in terms of prevention measures and treatment.
  - Child labor - the workers and communities will be sensitized on child labor and how to prevent it.
  - Regular tool box trainings on the proper use of Personal Protective Equipment
- 
- Identifying potential hazards to project workers, in particular those that might be life threatening.
  - Observance of health and safety measures as outline in the Public Health Act of Zambia,
  - Conducting trainings and sensitizations to the schools as well as the community, and
  - Enforce the legislations of Zambia. The welfare of the workers as well as the procedure of land use and acquisition, will be guided by the laws of Zambia.
  - Implementing the Grievance Redress Mechanism to address GBV cases. This will be done through the process of sensitization on the worker GRM which will also ensure a survivor centered approach and a referral pathway.
  - Conduct trainings on the various forms of GBV and how they can be prevented.

## **3 BRIEF OVERVIEW OF LABOR LEGISLATION: TERMS AND CONDITIONS**

The PIU will make use of the already existing Zambian Labor legislation to guide the project and protect the workers are as follows;

***Table 3: Summary of legal Documents guiding the LMP***



S/N	Legislation	Description	Project Activity
1.	Employment Code (No. 3 of 2019)	<p>A)</p> <p>I. Act regulates the employment of persons; prohibit discrimination at an undertaking; constitute the Skills and Labor Advisory Committees and provide for their functions; provide for the engagement of persons on contracts of employment and provide for the form and enforcement of the contracts of employment;</p> <p>II. Provide for employment entitlements and other benefits;</p> <p>III. Provide for the protection of wages of employees;</p> <p>IV. Provide for the registration of employment agencies; regulate the employment of children and young persons;</p> <p>V. Provide for the welfare of employees at an undertaking and;</p> <p>VI. Provide for employment policies, procedures and codes in an undertaking.</p>	<p>The PIU will follow the employment code Act No 3 of 2019 in terms of providing entitlements, contract of employment and other benefits.</p>
		<p>B) Types of contracts under the Act</p> <p>a. a permanent contract;</p> <p>b. a contract for a long-term;</p> <p>c. a contract for a specific task;</p> <p>d. a contract for a probationary period not exceeding 3 months</p> <p>I. Subject to sections 52 and 53, a permanent contract may be terminated by either party. (3) A contract for a specified period of time shall automatically expire on the date specified for its expiration and notice shall not be required for its expiration at that time, except that expiration before the specified period shall be done in accordance with the provisions of this Act.</p> <p>II. A contract to perform a specific task shall be terminated on the completion</p>	

		<p>of the task required without the requirement for a notice of termination by either party.</p> <p>III. A contract of employment may provide for a probationary period in accordance with this Act.</p>	
2.	Public Health Act of Zambia Act CHAPTER 295 OF THE LAWS OF ZAMBIA	<p>Provides for the prevention and suppression of diseases and generally regulates all matters connected with public health in Zambia.</p> <p>The Act ensures that the workers are safe and protected at their work place through the provision of First Aid, washing facilities (sanitation) and providing compensation to the workers in case of any accidents.</p>	<ul style="list-style-type: none"> <li>• The PIU shall follow the Public Health Act of Zambia Act CHAPTER 295 OF THE LAWS OF ZAMBIA, in terms of providing safety measures for the workers of the project.</li> <li>• The PIU shall provide First Aid, washing facilities (sanitation) and compensation to the workers in case of any accidents. They will also ensure that adequate gender disaggregated sanitation facilities are provided in a manner that ensures security and privacy of female users.</li> </ul>
3	Occupational Health and Safety No. 36 of 2010	<p>The Act provides for the establishment of health and safety committees at workplaces and for the health, safety and welfare of persons at work; provide for the duties of manufacturers, importers and suppliers of articles, devices, items and substances for use at work; provide for the protection of persons, other than persons at work, against risks to health or safety arising from, or in connection with, the activities of persons at work;</p>	<ul style="list-style-type: none"> <li>• The PIU shall follow the Occupational Health and Safety No. 36 of 2010 of Zambia, in terms of providing safety measures for the workers of the project</li> </ul>
4.	Public Health Act, issued two Statutory Instruments (SI), No. 21 and 22 of 2020, to respond to the COVID-19 pandemic	<ul style="list-style-type: none"> <li>• Two statutory instruments (SIs) have been issued in response to the Covid-19 pandemic. The first, SI No. 21 of 2020, declared the Coronavirus Disease 2019 as a notifiable infectious disease in line with Section 9 of the Public Health Act. The second,</li> </ul>	<ul style="list-style-type: none"> <li>• The PIU unit shall follow all the guidance and measures issued by the Ministry of Health to respond to the COVID -19 pandemic. These include having wash basins, sanitizer's, masks and maintaining social distancing.</li> <li>• PIU will ensure that contractors exercise high levels of hygiene and comply with the measures the Ministry of Health has</li> </ul>

		<p>SI No. 22 of 2020, set out measures aimed at controlling the spread of Covid-19. This includes mandatory quarantine measures for patients and those suspected of suffering from Covid-19.</p> <ul style="list-style-type: none"> <li>• The two SIs facilitate the management and Control of the Covid 19 commonly known as Coronavirus.</li> </ul>	<p>put in place (providing sanitizers and PPEs to the workers).</p>
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The project will also develop and implement a Code of Conduct (CoC). This Code will be signed by all project staff and will be monitored by the Human resource department. The CoC will capture GBV/SEA and sexual harassment related matters that may arise among workers. All contractors and suppliers engaged on the project will be required to adopt a CoC with measures for preventing GBV/SEA and SH. Contractors that already have CoC will have theirs reviewed to confirm that GBV/SEA and SH matters are adequately addressed.

**4. OCCUPATIONAL HEALTH AND SAFETY (OHS)**

In accordance with the OHS Act of 2010 and the Public Health Act of 2010, the Government established the Occupational Health and Safety Institute and provides for the establishment of health and safety committees at workplaces and for the health, safety and welfare of persons at work. The Acts further; provide for the protection of persons, other than persons at work, against risks to health or safety arising from, or in connection with, the activities of persons at work; and provide for matters connected with, or incidental to, the foregoing.

Before commencing work, the Contractor will be required to identify potential hazards. Provisions for emergency responses are to be included in the Contractor’s site safety plan which will include nomination of a person that will be immediately contacted should an accident occur. The contractor will be required to keep the site free of drugs and alcohol. The contractor’s site safety plan will include provision for a safe work environment and provide safety measures and protective equipment to all workers, including hand, head, eye and ear protection and safety footwear. The site safety plan will include provision of first aid facilities on-site and employ a trained first aid person, in accordance with the provisions of the OHS Act and Public Health Act.

The project will abide by World Bank’s ESS2 regarding hazardous work for children. According to ESS2, work considered hazardous for children is work is likely to jeopardize the health and safety or morals of children through exposure to psychological or sexual abuse, strenuous works such handling or transportation of heavy loads, working in unhealthy environments and under difficult conditions which include long working hours. The project will not promote the use of child labour and will ensure that all employees are above the age of 18 in line with the provisions of ESS2 and national legislation

The PIU will have the responsibility for reporting and investigating incidents, including immediate notification of any project-related death or serious accident to the World Bank. In order to safeguard the local communities from the increased vehicle movements, the contractors are to ensure that: Trucks and equipment are maintained in a safe operating condition, drivers and machinery operators are trained and act responsibly, Prior to commencement of construction activities/site works, all of the above plans will be submitted by the Contractors to Project Implementation Unit (PIU) for approval.

## 5 RESPONSIBLE STAFF

The Project Implementation Unit (PIU) will be responsible for the overall project management and coordination, including compliance with ESS2 requirements. The conditions of labor will be as follows;

The PIU will oversee all aspects of the implication of the LMP and OHS related aspects in the Environmental and Social Management Plan (ESMP) and ensure contractor compliance. The PIU will also be responsible for ensuring that all contractors/ subcontractors and primary suppliers are operating their project related activities in full conformance with national law and the provisions of ESS2, ESS4 and all other relevant provisions of the WB ESF and other applicable World Bank requirements.

The contractor (and any subcontractors) will also be responsible for management in accordance with contracts with specific LMPs and OHS related aspects in the Environmental and Social Management Plan (ESMP) which will be supervised by PIU on a monthly basis. A worker grievance mechanism will be provided for all direct workers and contracted workers. The PIU will also ensure that all community workers have access to a fully functioning worker grievance mechanism. In as much as contractors are expected to establish their own work place GRM, MoGE Human resource officer will be available to attend to the project and can individually engage on project grievances.

### 5.1 Engagement and management of project workers

The project will have the PIU whose proposed structures is as follows:

**Table 4: Proposed Summary Structure of PIU**

S/N	Position	Number
1	Project Deputy Coordinator	1
2	Programme Officer – ECE	4
3	Infrastructure Specialist	1
4	Social Specialist	1
5	Gender Specialist	1
6	Environmental Specialist	1
7	Accounts Specialist	2
8	Procurement Specialist	2
9	M&E Specialist	1
10	ICT Specialist	1

11	Secretary	1
	<b>Total</b>	<b>13</b>

## 5.2 Workers Rights

The project will be implemented in accordance with national legislation and will recognize rights of workers to form and join organizations of their choice and negotiate collectively without interference. Therefore, the role of legally established workers organizations and their representatives will be respected. Further, they will be provided with relevant information required to negotiate meaningfully in a timely manner. The project will not restrict, retaliate or discriminate against workers who create or participate in alternative means to express their complaints but will offer protection for their rights in relation to working conditions and terms of employment.

## 6 POLICIES AND PROCEFURES

The building contract includes all the work required to achieve the agreed finished results. The Contractor must perform his duties under the contract in a professional manner following good building practice. The contractor shall be liable for implementation of his own building contract and is expected to interpret the information presented in the contract documents as a specialist in the field. The finished result found to be at variance with the requirements of the contract must be repaired or replaced by the contractor. The contractor is liable for the conformity of his work during the guarantee period of 3 months. The contractor is obliged at his own cost to repair defects during the guarantee period.

## 7. AGE OF EMPLOYMENT

- Minimum age of employment - The Employment Act, Chapter 268 of the laws of Zambia, sets out the minimum contractual age as 16 years. The proposed project will be guided by the aforementioned Act.
- Process to be followed in verifying age of project workers – the workers will asked to produce their national registration card which will indicate the year in which they were born this will be used as the means of verifying the age of the applicant.
- Once underage workers are found working in the project, their contracts shall be terminated and procedures highlighted in the Employment Act of Zambia shall apply.

## 7.1 TERMS AND CONDITIONS

Wages for site works shall be guided by the Ministry of General Education may constitute between 25 to 35% of the cost of materials for the construction. All contractors shall be given an opportunity to sign contracts that shall legally bound them to complete the stipulated works.

A working day shall be from 07.00 hours to 16 hours Monday to Friday including a lunch break of one hour. Work over weekends may be agreed upon with workers on some understanding as stipulated in Employment Act of Zambia. Works undertaken over the weekend will be supervised by a designated supervising officer.

### **Officer on Secondment**

An officer on secondment will be identified from the serving Civil servants and recommended by the Ministry of General Education through a competitive process. Internal advertisements will be made through the Teaching Service Commission.

Authority of the appropriately Commission of the shall be obtained before an officer is accepted to the statutory Board or Institution. An officer will be initially seconded for a period of one year.

### **Salary**

A seconded officer will not receive a salary from the civil Service during the period of his /her secondment as payment of his salary will become the responsibility of the project.

### **Gratuity**

An officer will on service on the conditions of service obtaining at the place of work, he /she will be paid gratuity

### **Pension Contribution**

A seconded officer will continue to contribute to the Public Service Pension Fund, his/her share of the contribution to the fund from the salary from the salary form the statutory board or institution concerned directly to Ministry of Finance.

### **Leave**

An officer on secondment will continue to earn leave that applied to him before the date of secondment or may opt for that which applies to his post, grading at the place of secondment which ever his or her advantage. However, leave earned outside civil service shall not be transferable to the civil service.

### **Other and conditions of service**

An officer on secondment will be subject to other terms of service conditions of service applicable in the organisation to which he /she has been seconded provided such terms of service are not disadvantaged.

### **Housing**

As government no longer is responsible for housing its employees seconded officers will deal with this issue with institutions concerned.

### **Officer on Attachment**

An officer on attachment remains a civil servant and continues to enjoy the conditions of service of the government and may also enjoy the projects privilege and other benefits.

Wages shall be paid to the project workers by the contractors according to the Zambian laws and regulation and in consistency with the minimum wages law. A working day shall be from 07.00 hours to 16 hours Monday to Friday including a lunch break of one hour.

### **Community workers**

Community workers will be engaged on a voluntary basis through the existing model under the parent project ZEEP. Community workers will offer their labour as a contribution to the project owing to the design of the project which foster community driven development. The Project Implementation Committee (PIC) will be responsible for engaging community workers that will be supervised by the MOGE Building Officers in the respective provinces. Engagement of community workers will be based on individual or community agreement to participate in the project.

Community workers will be made aware of working conditions which apply to them such as prevention of child labour, working hours and provisions for occupational health and safety which apply to them whilst working on the project. Furthermore, community workers will be sensitized on the grievance process available for them to raise project related complaints.

### **Sick leave**

An employee who has worked for a period of six months or more, shall be granted leave of absence with pay for a period not exceeding seven days in a calendar year to enable the employee to nurse a sick spouse, child or dependent, except that the employer may, before granting that leave, require the employee to produce a certificate from a medical doctor certifying that the spouse, child or dependent is sick and requires special attention.

(2) An employee is entitled to three paid leave days per year to cover responsibilities related to the care, health or education for that employer's child, spouse or dependent.

(3) The days taken as leave under this section shall not be cumulative or deducted from the employee's accrued leave days.

## **8. GRIEVANCE MECHANISM**

The Environmental and Social Management Framework (ESMF) identified the need to establish a GRM that addresses potential complaints that may arise due to implementation of ZEEL activities. The GRM aims to achieve mutually agreed resolution of grievances raised by project beneficiaries and provides options for various uptake channels. A separate GRM to be used by project workers has been developed in conforming with the requirements of ESS2. The

worker GRM will be more specific to direct project workers, Contracted and Community workers to raise workplace concerns. Workers will be made aware at the time of recruitment/secondment (for civil servants) of grievance procedures in place and measures to protect them from reprisal. The GRM is designed to address complaints promptly to create an enabling environment for workers. It will provide for reporting of GBV/SEA/SH complaints among workers and will be linked to the worker code of conduct with information on designated persons that will be responsible for addressing worker concerns. The worker GRM will not impede access to other judicial procedures available under national law that protect workers. It will further complement the overall project GRM developed for ZEEL activities.

The GRM will be easily accessible, culturally appropriate and acceptable. The contractor's GRM will be part of the LMP, which include written records, responsibilities and response times.

The PIU will on a monthly basis review records and reports on the GRM, response times and resolution status and give a report to the Bank quarterly. PIU will issue immediate notification of any project-related death or serious accident

## **9. CONTRACTOR MANAGEMENT**

The PIU will also have staff who will be government workers but will be attached or seconded to the project according to the guidelines of the Public Commission and Teachers' Commission

Community contractors shall be selected according to criteria set in the bidding document. Bid documents shall be prepared by the Infrastructure Unit (ZEPCU) of the Ministry of General Education Headquarters in liaison with the World Bank. The selection process for contractors, shall be guided by the tender evaluation criteria that shall include contractor's eligibility and value of works. The Contractors shall be selected from a pool of Contractors registered by the National Council of Construction and affiliated to the Association of Building and Civil Engineering Contractors. Labor conditions agreed by the affiliates of the ABCEC shall apply.

Infrastructure Unit of the Ministry shall supervise the works to determine adherence to standards, specifications and compliance to rules and regulations. Remuneration for workers shall be guided by the Ministry and made known to workers before commencement of work. Performance of contractors shall be evaluated during project inspections by the ministry. The contractor will be required to also include records of workers, number of workers, Code of Conduct, and trainings as well trainings held and training dates.

Sub-contractors will have to adhere to all the labor guidelines under the project. The MoGE will pay key attention to the performance of contractors. The Monitoring of the implementation of the works will be conducted by the staff of the project, ECE Directorate, the school committee, as well as provincial and district staff.

Contractors who in principle will be specialist, shall be engaged centrally by MoGE HQ to undertake specialist works. Supervision will be at three levels including National level by Provincial and district. The other scenario, specialist contractors may be engaged at District level according to contract documents released by the MoGE.

### **Engagement and management of contractors**

The project will be community driven, therefore the engagement of contractors is expected to be very minimal. In an event that such a requirement arises the project will use the Ministry standards to engage and manage the contractors

### **Occupational health and safety (OHS)**



The project will follow the occupation and guidelines as stipulated in the National Labour Legislation.

## 10. COMMUNITY WORKERS

Labor in this project will be provided by community workers, on a voluntary basis. Just like the ZEEP project an agreement will be reached with the community workers. The information will include details of what has been agreed, the way in which the agreement was reached, and how the community workers will be represented. This engagement will be through the Project Implementation Committee (PIC).

Therefore, the school construction/ rehabilitation projects shall be implemented using the community mode approach. This approach will include unskilled labour for ferrying of bricks, drawing of water etc The Project Management Committee (PMC will draw a timetable indicating how the works shall be carried out. The project must be broken into works to be done by the contractor who shall be paid and the community members who will not get paid.

In a situation where the school is located in an area where there are for example 5 villages, the time table will indicate the days when each member is assigned to ensure all the 5 villagers are given an equal opportunity to work.

The division of days allows the community to do their respective chores on the other days when they are not working at the school project. The PMC must explain to the rest of the community that the contractor is getting paid because he is doing skilled work and also because he has to come and work every single day hence he does not have free time to work on his fields.

Below is a table of PIC Composition:

**Table 5 PMC Composition**

S/N	Position	Number	Organisation
1.	Project Chairperson	01	Community.
2.	Project Secretary	01	MoGE (headteacher)
<b>PMC members</b>			
3.	Teachers/ Lecturers	02	Institution/school
4.	Senior Buildings Officer	01	PEO's Office
5.	District Buildings Officer	01	DEBS Office
6.	Officer from DEBS	01	DEBS Office
7.	Five parents (it is a must for at least one to be female)	06	Community

Preliminary meetings with community leaders will be held in order to enlist their support to mobilize the community. The community will then be sensitized on the importance of Early Childhood Education as well as its benefits to the community. Further, selection of community workers will be conducted in a transparent manner. The community shall be sensitized and encouraged to participate in project work. The community will play roles in project management and site works by being part of project management committee engaging in site works. Site works by the community work shall include provision of unskilled labor ranging from excavation of foundation trenches, site clearance, drawing of water, loading and offloading of materials. Community site work shall be executed according to weekly schedules agreed upon between community and projects committee. The community shall offer their labor in groups, a group preferably being a village according to agreed schedules of not more than two times per week. Qualified Site supervisor from Provincial and District Education Offices will sensitize communities and will be present to supervise community workers at the construction sites.

The contractor where possible working with PIC the community is obliged:

- To carry out and complete all the works within the time specified in the contract.
- To provide onsite such skilled labour and semi-skilled labour force as is necessary for fulfilling the Contractor's obligations under the contract.
- To complete the works defined in the contract form, specifications, drawings and site instructions and take care of good workmanship to obtain good quality in total.
- To remedy any defects which may appear during the defects liability period of 3 months from approved completion date.
- To provide necessary tools and equipment for the works to be executed.
- To execute all necessary setting-out and leveling according to the standard drawings.
- To execute the works in correct sequences following the Checklist.
- To protect the contractor's own material, tools and equipment.
- To protect the clients material, tools and equipment given to him for use.
- To protect the environment and avoid unnecessary damage of houses, water well, pumps, trees etc.
- To protect and take care of the buildings under construction and the building component and construction materials connected with it
- To keep the construction area tidy by cleaning it up as the work progresses.
- To create temporary structures and installations for use during construction.

The contractor responsible for site management duties must have a foreman in charge on the building site who manages the building work and responsible for ensuring it is carried out according to the approved drawings, specifications and contract documents.

## **11. CARRYING OUT SUPERVISION**

The client's representatives and supervisors are entitled to visit the building site at any time. If the client's representative or supervisor notices a defect in the building contract work, he must report it to the contractor who must correct the defect without delay. The report must be written in the site logbook/diary.

### **11.1 Site Meetings**

Site Meetings shall be held every second week or even more often if required and DBO must be informed. The minutes of meetings shall be kept by the secretariat (School Head) of PMC.

### **11.2 Guarantee inspection**

The contracting parties must conduct a guarantee inspection after 3 months of completion, together with the DEBS. The minutes of inspection must be kept and all defects specified.

### **11.3 Inspection records and checking records**

A record must be kept of all inspection proceedings, and this shall include at least the following points:

- The type of inspection and the object of the inspection.
- Result of the inspection
- Measures ordered to be undertaken

## **12. PRIMARY SUPPLY WORKERS**

The PIU will follow the procurement Act of Zambia in terms of procurement of materials. MOGE will be responsible for conducting periodic inspections to validate if licensed companies are in compliance with national laws and regulations related to OHS, age of employment and any actions prohibiting forced labor. As per national legislation, persons below the age of 18 will not be employed and all workers engaged by Primary suppliers will be not be coerced or forced to work under threat.

The PIU will also have the responsibility to investigate any credible allegations of violations of these laws and regulations.

Before the contract is terminated, the Client must draw the Contractor's attention to this in writing by notifying him of the intention to terminate the contract unless the neglect is corrected in a reasonable time demanded by the Client.

## Annex 1

### **Employee Contract**

#### Employment Contract

This contract, dated on the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, is made between [company name] and [employee name] of [city, state]. This document constitutes an employment agreement between these two parties and is governed by the laws of [state or district].

WHEREAS the Employer desires to retain the services of the Employee, and the Employee desires to render such services, these terms and conditions are set forth.

IN CONSIDERATION of this mutual understanding, the parties agree to the following terms and conditions:

#### 1. Employment

The Employee agrees that he or she will faithfully and to the best of their ability to carry out the duties and responsibilities communicated to them by the Employer. The Employee shall comply with all company policies, rules and procedures at all times.

#### 2. Position

As a [job title], it is the duty of the Employee to perform all essential job functions and duties. From time to time, the Employer may also add other duties within the reasonable scope of the Employee's work.

#### 3. Compensation

As compensation for the services provided, the Employee shall be paid a wage of \$\_\_\_\_\_ [per hour/per annum] and will be subject to a(n) [quarterly/annual] performance review. All payments shall be subject to mandatory employment deductions (State & Federal Taxes, Social Security, Medicare).

#### 4. Benefits

The Employee has the right to participate in any benefits plans offered by the Employer. The employer currently offers [list benefits, if any]. Access to these benefits will only be possible after the probationary period has passed.

#### 5. Probationary Period

It is understood that the first [time frame] of employment constitutes a probationary period. During this time, the Employee is not eligible for paid time off or other benefits. During this time, the Employer also exercises the right to terminate employment at any time without advanced notice.

#### 6. Paid Time Off

Following the probationary period, the Employee shall be eligible for the following paid time off: • [length of time for vacation] • [length of time for sick/personal days] • Bereavement leave may be granted if necessary.

The employer reserves the right to modify any paid time off policies.

#### 7. Termination

It is the intention of both parties to form a long and mutually profitable relationship. However, this relationship may be terminated by either party at any time provided [length of time] written notice is delivered to the other party.

The Employee agrees to return any Employer property upon termination.

#### 8. Non-Competition and Confidentiality

As an Employee, you will have access to confidential information that is the property of the Employer. You are not permitted to disclose this information outside of the Company.

During your time of Employment with the Employer, you may not engage in any work for another Employer that is related to or in competition with the Company. You will fully disclose to your Employer any other Employment relationships that you have and you will be permitted to seek other employment provided that (a.) it does not detract from your ability to fulfill your duties, and (b.) you are not assisting another organization in competing with the employer.

It is further acknowledged that upon termination of your employment, you will not solicit business from any of the Employer's clients for a period of at least [time frame].

#### 9. Entirety

This contract represents the entire agreement between the two parties and supersedes any previous written or oral agreement. This agreement may be modified at any time, provided the written consent of both the Employer and the Employee.

#### 10. Legal Authorization

The Employee agree that he or she is fully authorized to work in [community name] and can provide proof of this with legal documentation. This documentation will be obtained by the Employer for legal records.

11. Severability

The parties agree that if any portion of this contract is found to be void or unenforceable, it shall be struck from the record and the remaining provisions will retain their full force and effect.

12. Jurisdiction

This contract shall be governed, interpreted, and construed in accordance with the laws of [state, province or territory].

In witness and agreement whereof, the Employer has executed this contract with due process through the authorization of official company agents and with the consent of the Employee, given here in writing.

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Employee Signature

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Date

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Company Official Signature

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Date