

United Nations Children's Fund (UNICEF)

Yemen Emergency Human Capital Project (EHCP)

Labor Management Procedures (LMP)

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1 Introduction

This Labor Management Procedure (LMP) has been prepared for the Yemen Emergency Human Capital Project (YEHCP), which will ensure compliance with Environmental and Social Standard on Labor and Working Conditions (ESS2) of the World Bank's Environmental and Social Framework (ESF) and the national legislation and regulations of the Government of Yemen. Accordingly, the purpose of this LMP is to facilitate the planning and implementation of the project by identifying the main labor requirements, the associated risks, and the procedures and resources necessary to address the project-related labor issues. The LMP sets out general guidance relevant to different forms of labor and also issues and concerns that relate to COVID-19 considerations.

The YEHCP builds on the ongoing project financed by the World Bank's International Development Association (IDA), the Emergency Health and Nutrition Project (EHNP), to deliver health, nutrition, water, and sanitation services to vulnerable Yemenis affected by conflict, COVID-19 and climate-related shocks.

The YEHCP will target all governorates throughout Yemen to scale up provision of the Minimum Service Package and response to health emergencies. For some interventions including preparedness and emergency response, focus will be given to districts at highest risk of outbreak and acute malnutrition, while ensuring essential life-saving services are equitably available to all Yemenis. Similar to the EHNP, project interventions will include COVID-19-sensitive measures.

The YEHCP will be implemented jointly by the United Nations Children's Fund (UNICEF), the World Health Organization (WHO), and the United Nations Office for Project Services (UNOPS). The project will include four main components:

Component 1. Improving Access to Healthcare, Nutrition, and Public Health Services:

1.1: Improving Access to the Minimum Service Package (MSP) at Primary Health Care Level (implemented by UNICEF)

1.2: Preventing Chronic Malnutrition and Treating Acute Malnutrition at the Community and Primary Level (implemented by UNICEF)

1.3: Supporting Health and Nutrition Services at the First Level Referral Centers (implemented by WHO)

1.4: Sustaining the National Health System Preparedness and Public Health Programs (implemented by WHO)

Component 2. Improving Access to Water Supply and Sanitation (WSS) and Strengthening Local Systems:

2.1: Restoring Access and Improving Quality to WSS Services in Selected Urban and Rural Areas (implemented by UNOPS)

2.2: Emergency Support for WASH Interventions in Response to COVID-19 Pandemic and Flash floods (implemented by UNOPS)

2.3: Enhanced Capacity Building of Water and Sanitation Institutions at the Local Level (implemented by UNOPS)

Component 3: Project Support, Management, Evaluation and Administration, (implemented by UNICEF, WHO, and UNOPS): This component will support administration and monitoring and evaluation (M&E) activities to ensure smooth and satisfactory project implementation. The component will finance: (i) general management support for UNICEF, WHO and UNOPS; (ii) hiring of Third-Party Monitoring (TPM) agents, with terms of reference satisfactory to the World Bank, that will complement the existing TPM arrangements for the implementing agencies; and (iii) technical assistance.

Component 4: Contingent Emergency Response, (implemented by UNICEF, WHO, and UNOPS)

2 Overview of Labor Use on the Project

ESS2 categorizes project workers into direct workers, contracted workers, community workers, and primary supply workers. Through Sub-Components 1.1 and 1.2, and Component 3, of the YEHCP, UNICEF will engage with direct workers (staff directly employed or contracted by UNICEF), contracted workers (people employed or engaged by third party contractors), and primary supply workers (staff employed by suppliers providing goods and supplies directly to the project). UNICEF will not engage with community workers in the YEHCP.

2.1 Direct Workers

UNICEF will establish a Project Management Unit (PMU) to carry out key functions including coordination, technical design and oversight, fiduciary, monitoring and evaluation, and reporting. The YEHCP-PMU will be responsible for day-to-day coordination of the Project activities, including:

- Carrying out Project financial management and procurement activities;
- Monitoring and evaluating Project activities and preparing Project progress reports and monitoring and evaluation reports;
- Ensuring compliance with the Environmental and Social Commitment Plan (“ESCP”) requirements and environmental and social instruments referred to therein; and
- Coordinating with other stakeholders on Project implementation.

In addition to these staff required for the full duration of the Project, the Project may hire other technical consultants for limited duration based on specific needs (International and national experts hired on short-term basis).

In addition, several other UNICEF staff will contribute to project implementation; some of these, listed below, will also be supported financially by the project.

Title	International/National	Location	LOE	Qty
Project Management				
Project Manager	International	Sana'a	100%	1
Budget, Grants and Reports Officer	National	Sana'a	100%	1
Health and Nutrition Specialist	International	Sana'a or Aden or Amman	100%	1
Health and Nutrition Officer	National	Sana'a	100%	1
Supplies and logistics officer (H&N)	National	Sana'a	100%	1
Environmental Safeguards Specialist	National	Sana'a or Aden	100%	1
Social Safeguards Specialist	National	Sana'a or Aden	100%	1
Communications Specialist	National	Sana'a	100%	1
Programme Assistant (Health)	National	Sana'a	100%	1
Monitoring and Data Management Officer	National	Sana'a	100%	1
Sub-Total Project Management				10
Health				
Health and Nutrition Officer (1 in each FO)	National	Field Offices	100%	5
Sub-Total Health				5
Nutrition				
Nutrition Specialist	International	Sana'a	100%	1
Nutrition Officer	National	Sana'a	100%	2
Nutrition Officer (1 in each FO)	National	Field Offices	100%	5

Title	International/National	Location	LOE	Qty
Programme Assistant (Nutrition)	National	Sana'a	100%	1
Sub-Total Nutrition				9
Child Protection				
Child Protection Manager	International	Sana'a	50%	1
Child Protection Officer	National	Sana'a	50%	1
Programme Assistant (Child Protection)	National	Sana'a	50%	1
Child Protection Officers	National	Field Offices	20%	5
Sub-Total Child Protection				8
C4D				
C4D Officer (IMO / AAP)	National	Sana'a	100%	1
C4D Officer (Nutrition)	National	Sana'a	100%	1
C4D Officer (Field Office)	National	Field Offices	50%	3
Sub-Total C4D				5
Supplies / Operations				
Construction Engineer	International	Sana'a	30%	1
Risk Manager	International	Sana'a	50%	1
Supply and Procurement	International	Amman	70%	1
Procurement Officer (DO and TPMs)	International	Sana'a	70%	1
Logistics Officer	National	Hodeidah	50%	1
Logistics Specialist	International	Salalah	30%	1
Logistics Associate	National	Hodeidah	30%	1
Supply and Logistics Associate	National	Salalah	30%	1
Supply and Procurement Associate	National	Aden	55%	1
Sub-Total Supplies / Operations				9
Total				46

2.2 Contracted Workers:

Contracted workers engaged in the project may include, but are not limited to, the following:

- Third Party Monitoring (TPM) agents and their staffs will be hired for the component 3 of YEHCP, this group of service provider organizations (TPM agencies) who in turn employ workers/ labor (most of them contracted locally and temporarily to conduct monitoring for Health and Nutrition program based on daily wages to implement Project activities.
- Third party payment and supply agents who provide operational needs to health facilities under Sub-Component 1.1 of the project: their staffs will be hired to prepare and implement the storage and warehousing services, and transportation of supplies to project supported health facilities and facilitate provision of operational cost to YEHCP supported Health Facilities.
- Third-Party Human Resources Companies who contract grievance redressal (GM) personnel (call centre agents)
- Verification agencies, payment agencies, and Quality Implementation Support Services (fraud investigation) who support the payments made to health workers who conduct outreach services

- Contractors who manage import processes for medicines, equipment, and supplies, including receiving, clearing, warehousing, transportation
- Minor rehabilitation of health facilities and installation of incinerators

Around 1,000 staff are contracted through these service providers to perform different tasks. All contracted workers for the YEHCP mentioned above will be recruited locally. TPM Contractors will be encouraged to recruit local field workers including at least one female worker in each TPM team. For cultural reasons, the male monitor will administer the tools inside the HFs, while the female enumerator will conduct the beneficiary satisfaction communication interviews at household level. All Contractors contracted using funds received from UNICEF will work towards compliance with all applicable international standards (including UNICEF and World Bank safeguarding frameworks) and national labor laws, rules and regulations relating to the temporary employment of national and international staff in connection with the Services, including, but not limited to, laws, rules and regulations associated with the payment of the employer's portions of income tax, insurance, social security, health insurance, worker's compensation, or other similar payments.

2.3 Primary Supply Workers

The UNICEF components of the YEHCP include a significant supply component, which is expected to amount to nearly USD \$20 million. The list of supported health facilities will remain the same in the EHNP as for the YEHCP, so no additional procurement of furniture and equipment is expected; supplies to primary health care facilities for the MSP will be mainly medicines and consumable supplies (personal protective equipment [PPE], etc.). These are procured internationally through UNICEF long-term agreements (LTAs). There may be some local procurement for project components including nutrition, psychosocial support (PSS) (child-friendly spaces), and community-based services scale-up, for which UNICEF may engage primary suppliers. The supply plans for these components of the project are still under development. Once the supply and procurement plan for the project is completed, the LMP will be updated to reflect any requirements related to primary supply workers, if applicable.

2.4 Community Workers

Community workers will not be employed in relation to the YEHCP. Community-based workers and volunteers mentioned in section 2.5 below, such as community health workers, community midwives, community based social workers and volunteers, are engaged by the government and not by the project.

2.5 Other staff and workers involved in the project

By far the largest group of workers involved in UNICEF's components of the YEHCP is civil servants and government-contracted workers including Health Workers (HWs) and staff (including social workers) working in health facilities, outreach teams, and mobile teams; community-based health and nutrition service providers including community health workers (CHWs), community health and nutrition volunteers (CHNVs), community midwives (CMWs), and community-based social workers; and staff in governorate and district health offices (GHOs and DHOs) and local Ministry of Social Affairs and Labour (MOSAL) branches. Staff and volunteers who are contracted by the Ministry of Public Health and Population (MOPHP), GHOs, DHOs, and other line ministries and governmental authorities will not be considered as project workers. They will remain subject to the terms and conditions of their existing public sector employment agreement or arrangement, unless there has been an effective legal transfer of their employment or engagement to the project. ESS2 and this LMP will not apply to such civil servants, except for the provisions on child labor, forced labor and occupational health and safety (OHS).

2.6 Timing of Labor Requirements and Characteristics of Project Workers

Direct workers such as UNICEF staff will be on contract for this project for the duration of the Grant. Consultants will be hired to fulfil specific assignments. All other contracted workers will be contracted for the duration of the assignments assigned to them within each quarter or TPM round.

UNICEF rules and regulations stipulate that **no staff, including staff of contractors, may be under the age of 18 years**, regardless of national legislation that may allow workers under this age. All UNICEF contracts include a clause requiring contractors to verify the age of employees and to not employ anyone under the age of 18. Thus it is expected that all workers on this project, whether direct workers or contracted and supply workers, will be over 18 Years. Special attention will be applied for a gender-equal hiring process.

3 Assessment of Labor Risks and Proposed Mitigation Measures

Risk Type and Specific Risks	Mitigation Measures
<h4>3.1 Security Risks</h4>	
<p>Threats to the personal safety of the workers due to fighting, airstrikes, shelling, and landmines</p> <p>Threat of physical violence for individuals involved in the transportation of supplies to HFs or provision of the operational cost services</p> <p>Detention including arrest or kidnapping during the course of, or as a result of, project-related work</p>	<p>Identification of security threats to the project and establishment of clear channels of communication to communicate changes in threat levels between the various parties involved in project implementation</p> <p>Follow deconfliction procedures before any field mission for direct staff</p> <p>Ensure updated and real-time mapping of roads and potentially affected areas</p> <p>Ensure that all project workers are duly trained on the security clearances from relevant authorities (Ministries, SCMCHA, etc.) for all contracted work</p> <p>Suspending project activities in areas with active conflict or where political and governance risks cannot be effectively managed</p> <p>Through the stakeholder engagement plan, ensure that authorities and influencers at all levels are adequately engaged and secure buy-in for the project to mitigate against resistance from local level authorities (even if central level clearances are in order)</p>
<h4>3.2 Gender Inequality, Gender-based Violence (GBV)/Sexual Exploitation and Abuse (SEA)/Sexual Harassment (SH)</h4>	
<p>Female clients in health facilities could face demands for favors in exchange for receiving required health, nutrition, or PSS services for themselves or their children</p> <p>Female staff of contractors could be subjected to sexual harassment by their colleagues</p> <p>Female staff can be required to take on gendered roles within their team that are outside of their contracted scope of work, and face threat of reduction in pay or loss of employment if they do not perform these extra tasks or roles.</p>	<p>Training all project workers on SEA/SH and GBV.</p> <p>Requiring project staff (contracted to perform activities for the project) to sign a Code of Conduct (Annex 1)</p> <p>Real-time monitoring by UNICEF and Third-Party Monitoring of the GBV/SEA/SH Action Plan.</p> <p>Ensuring availability of a functional grievance redressal mechanism which can be used as reporting channel with specific referral pathways for GBV and SEA/SH. A workers' GM will allow project workers to report any instances of sexual harassment and abuse on the job, while a beneficiaries' GM will allow project participants to report instances of SEA or GBV perpetrated by project workers.</p>
<h4>3.3 Child Labor</h4>	
<p>UNICEF does not employ anyone under 18 years of age, but there is a risk that contractors or suppliers may do so.</p>	<p>Verify documentary evidence (passport, identity card or birth certificate) of all direct workers prior to involving them on activities of the project.</p> <p>Ensure the existence of contractual requirements on prevention of child labor, minimum age of 18 and age verification protocol for each implementing entities.</p>

Risk Type and Specific Risks	Mitigation Measures
	Ensuring availability of a functional grievance redressal mechanism which can be used as reporting channel.
3.4 Natural Disasters	
<p>All of the following have affected Yemen recently and are expected to continue to do so:</p> <p>Heat waves</p> <p>Heavy rains</p> <p>Floods</p> <p>Cyclones</p>	<p>Monitor the weather conditions and develop response plans to ensure the safety of direct and contracted staff. Establish communication mechanisms between offices and entities to share information as situations evolve.</p> <p>Adapted working hours at sites to avoid work during the heavy weather period</p> <p>Provide flexible scheduling and alternative work modalities</p> <p>Use as much as possible local workers to provide the services, to avoid workers traveling long distances</p>
3.5 Occupational Health and Safety	
<p>Road safety hazards, traffic accidents</p> <p>Risk of infection or exposure to hazardous waste and chemicals while visiting health facilities and communities</p> <p>Poor ventilation</p> <p>Exposure to heavy objects, heavy machinery and equipment, falling objects</p> <p>Exposure to noise and dust, and exposure to electrical hazards from the use of tools</p> <p>Exposure to chemicals such as paints, solvents, lubricants, and fuels</p> <p>Lifting of heavy structures</p> <p>Environmental hazards (snakes, wasps, bees, etc.)</p> <p>Welding hazards (fumes, burns and radiation)</p>	<p>Identify and evaluate risks and normalize the activities (rules, instructions, and procedures),</p> <p>Evaluate the OHS training requirements and materials,</p> <p>Carry out the medical follow-up of the workers (such as emergency medical treatment on site, transportation to nearby hospitals) and cover medical insurance</p> <p>All vehicle drivers to have appropriate licenses</p> <p>Workers to be equipped with hard helmets, safety boots and protective gloves and/or PPE equipment as needed</p> <p>First aid equipment and facilities to be provided in accordance with the Labor Law</p> <p>At least one supervisory staff trained in safety procedures to be present at all times when rehabilitation work is in progress</p> <p>Adequate provision of hygiene facilities (toilets, hand-washing basins), resting areas etc. separated by gender as needed and with distancing guidelines in place</p> <p>All workplace health and safety incidents to be properly recorded in a register detailing the type of incident, injury, people affected, time/place and actions taken, and reported to UNICEF and the World Bank in compliance with the terms set in the ESCP</p> <p>All workers (irrespective of contracts being full-time, part-time, temporary or casual) to be covered by</p>

Risk Type and Specific Risks	Mitigation Measures
	<p>insurance against occupational hazards, including ability to access medical care and take paid leave</p> <p>Provide laminated signs of relevant safe working procedures in a visible area on work sites, in English and local language as required, including on hand hygiene and cough etiquette, as well as on symptoms of COVID-19 and steps to take if suspect have contracted the virus</p> <p>Provide PPE as suitable to the task and hazards of each worker, without cost to the worker</p>

3.6 COVID-19 Specific Operational Health and Safety

<p>In general, COVID-19 precautions are not well accepted or enforced throughout Yemen and all project workers are likely to encounter situations in which risks of contracting illness may be present.</p> <p>Direct staff and contracted staff may be at risk of contracting COVID-19 when visiting health facilities, where sick patients may be seeking care</p> <p>Contractors working in supply receiving and storage may face crowded conditions at receiving facilities and poorly ventilated storage conditions</p>	<p>Train all workers on COVID-19 related symptoms, transmission mechanisms and preventive measures, and what to do if they or a colleague becomes ill while on the job.</p> <p>Ensure that Project workers maintain and enforce physical distancing of 1 to 2 meters between themselves and others (workers and beneficiaries).</p> <p>Procedures confirming workers are fit to work, which may include temperature testing and refusing entry to sick workers</p> <p>Ensure that all workers wear appropriate protective gear including gloves and masks while performing their functions; and regularly wash their hands or clean them with hand sanitizer. UNICEF will either provide these materials directly or ensure that contractors' budgets are sufficient to include these provisions for contracted workers.</p> <p>Rules should be strictly enforced to keep sick employees at home and away from the workplace. For example, UNICEF direct staff are allocated a certain number of "sick days" per year so they do not lose their salary due to illness. Contractors will be bound by provisions in Yemeni law to provide the same protections to their workers per Yemeni Labor Code (Article 80).</p> <p>Allocate a separate enclosed space for isolation if a worker is found to be suspected of infection until that person is directed to a medical facility for treatment.</p> <p>All public facing areas in health facilities should be disinfected regularly on daily bases, without causing alarm to beneficiaries.</p> <p>Procedure to follow if a worker becomes sick (follow WHO guidelines), will be followed. All project workers will be sensitized on the procedure and focal points will</p>
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Risk Type and Specific Risks	Mitigation Measures
	<p>be identified to be responsible for office protocols in various locations</p> <p>All workers (irrespective of contracts being full-time, part-time, temporary or casual) to be covered by insurance against COVID-19, including ability to access medical care and take paid leave if they need to self-isolate as a result of contracting COVID-19</p>

4 Overview of National Legislation

4.1 Brief Overview of Labor Legislation

The Republic of Yemen has drafted policies and established institutions and responsibilities for Labor management, joined international conventions and developed sector legislation and procedures. Contracted Workers will be governed by the Local Labor Law policies¹. In cases where the Yemen Labour Code does not meet appropriate standards, ESS2 will apply. A comparison of the key aspects of the Yemeni Labour Code Requirements (Law 1995/05) and ESS2 is found in Annex 2.

4.2 Terms and Conditions

The local legislation translates into the following Terms and Conditions for all Contracted Workers²:

Employment Agreement:

- All employers are required to enter into an employment agreement in writing with their employees. The duration of a Yemeni worker's contract will be specified as per Project needs, budget and timing.

Minors:

- All UNICEF contractors and the contractors of UNICEF implementing partners under this project will comply with all applicable international standards and national labor laws, rules and regulations relating to the employment of national and international staff in connection with the Services; and considers a minor to be a person under the age of 18 (not 15 as per Yemeni law).

Women's employment:

- Women shall be equal with men in relation to all conditions of employment and employment rights, duties and relationships, without any discrimination. Women shall also be equal with men in employment, promotion, wages, training and rehabilitation and social insurance. The requirements of job or occupational specifications shall not be considered as discrimination.
- It shall be forbidden to assign a woman to overtime work as from the sixth month of her pregnancy and during the first six months following her return to work after maternity leave.

Working Hours:

- Official working hours shall not exceed eight hours per day or 48 hours per week. Weekly hours of work shall be distributed over six working days followed by one day of rest. No employee shall be required to work more than 6 (six) consecutive days a week (on a day that is normally a day off or has been agreed as a day off), without being provided with twenty-four consecutive hours of

¹ UNICEF Staff follow the UN/UNICEF internal Staff Rules, Policies, Procedures and Guidelines and do not follow local legislation.

² UNICEF Staff follow the UN/UNICEF internal Staff Rules, Policies, Procedures and Guidelines and do not follow local legislation.

leave. Official working hours during the month of Ramadhan shall not exceed six hours per day or 36 hours per week.

- While this applies to full time contracts, different agreements may be in place based on the type of the employment contract like that on daily-basis or short-terms.

Dismissal:

- Employees have a right not to be dismissed unfairly, without cause. The Act provides a list of disciplinary measures that can be taken reasonably against an employee due to misconduct and which must ordinarily be exhausted before any dismissal. It shall be forbidden for an employer to terminate a contract of employment in the following cases:
 - During any of the worker's leave.
 - During the investigation of a dispute between the employer and the worker, provided that such investigation shall not exceed four months, unless the worker commits another violation which requires his dismissal.
 - During the worker's detention by the competent authorities in connection with his work, pending a final decision in the matter.

Wages and deductions:

- The minimum wage payable to a worker shall not be less than the minimum wage paid by the state administration. The average daily minimum wage of a worker remunerated on the basis of production piece rates shall not be less than the daily minimum wage specified for the occupation or industry concerned. The daily wages of workers not paid on a monthly, weekly or daily basis shall be calculated on the basis of the average wages earned by their counterparts for days effectively worked for the same employer over the past year or during their period of service if less than one year.
- Employees may be fined for absenteeism from work during official working hours, such fine to be deducted from his/her wages and to be commensurate to the time absent from work. No other fines shall be imposed by the employer on account of absenteeism.

Overtime Work:

- Employees shall not be required to work overtime except unless this has been agreed in the employment agreement. Wages for overtime work shall be calculated according to the following rates:
 - One-and-a-half hours' basic wages per hour of overtime on normal working days.
 - Two hours' basic wages per hour of overtime at night, on the day of weekly rest, and on official holidays and leave, in addition to entitlement to standard wages for such holidays.
- Alternatively, the contract may specify that no monetary compensation will be provided but other type of compensations will apply such as time-off.

4.3 Occupational Health and Safety

Occupational health and safety (OHS) are covered in Chapter IX of the Yemeni Labour Code. UNICEF will require all of its contractors to meet the relevant OHS measures³ included in Chapter IX of the Yemeni Labour Code as well as the OHS mitigating measures outlined in the Environmental and Social Management Framework (ESMF), Medical Waste Management Plan (MWMP) and Labour Management Plan (LMP).

³ Relevance will be determined during the screening process

5 Roles and Responsibilities

For the YEHCP, UNICEF is the Grant Recipient and responsible to hire the direct workers (the YEHCP Project Management Unit / YEHCP core team). The estimated number of direct workers would not likely exceed 46 staffs (Table 1). The Project management Unit (PMU) will be established to carry out such key functions as coordination, technical design and oversight, planning, fiduciary management, monitoring and evaluation, and reporting.

5.1 UNICEF

UNICEF will be responsible for supervising and supporting contractors which will be contracted to carry-out project specific tasks. The contractors are responsible for employing project workers to perform these tasks. UNICEF will be responsible for:

- Establish the Labor Management Procedures (LMP)
- Ensure implementation of the key provisions of the LMP among its direct staff and consultants
- Inform contractors of the provisions of the LMP and ensure provisions on key requirements are included in contracts
- Update this Procedure when necessary in the course of preparation, development and implementation of the Project
- Maintain records of recruitment and employment process of direct workers
- Monitor that occupational health and safety standards are met at workplaces in line with national occupational health and safety legislation
- Monitor training of the project workers on OHS
- Inform direct staff and contractors of available grievance mechanisms
- Ensure all direct workers sign a Code of Conduct on GBV/SEA/SH

Contractor Management:

UNICEF will use its own procurement procedures for solicitations and contracts. UNICEF will make reasonable efforts to ascertain that the contractor/service provider who will engage contracted workers is a legitimate and reliable entity and able to comply with the relevant requirements under the LMP. Such requirements shall be included in the bidding documents. As part of the process to select the contractors/service providers who will engage contracted workers, UNICEF reviews the following documentation for vendor pre-qualification and registration:

- UNGM registration number
- Copy of valid official registration documents includes: Trade registration certificate, Taxpayer card, Zakat Card
- Supplier profile Signed & stamped of UN Code of conduct document.
- Official Bank letter – signed & stamped - shows (Company Name, Bank account, and currency).
- Screening against UN Sanctions list

In addition, for high-value contracts (greater than USD \$100,000), the following are mandatory:

1. Two-year set of financial statements for the full financial year signed/stamped (preferably audited)
2. Certificate of incorporation
3. Vendor's contact details" contact person, email and telephone number.
4. Screening against UN Sanctions list

Contractual Provisions and Non-Compliance Remedies: UNICEF will incorporate the agreed labor management requirements as specified in the bidding documents into contractual agreements with the contractor/service provider, together with appropriate non-compliance remedies (such as the provision on withholding percentage of payment to the contractor in case of non-compliance with relevant environmental, social, health and safety requirements; and removal of personnel from the works.). In the case of

subcontracting, UNICEF will require the contractor/service provider to include equivalent requirements and non-compliance remedies in their contractual agreements with subcontractors.

Performance Monitoring: UNICEF will monitor the performance of the contractors in relation to the LMP. The monitoring may include, inspections, and/or spot checks, which may be conducted through contractor self-reporting and/or third-party monitoring, of project locations or work sites and/or of labor management records and reports compiled by the contractor. Contractors' labor management records and reports that should be reviewed would typically include the following:

- Representative samples of employment contracts and signed code of conduct;
- Grievances received from the community and workers and their resolution;
- Reports relating to fatalities and incidents and implementation of corrective actions;
- Records relating to incidents of non-compliance with national Labor Code and the provisions of the LMP; and
- Records of training provided for contracted workers to explain occupational health and safety risks and preventive measures.

Primary Supply Workers:

Primary suppliers are those who will directly provide goods and materials to the project on an ongoing basis, such as medicines and consumable supplies for health facilities (PPEs, etc.). When procuring goods and materials from primary suppliers, UNICEF will include specific requirements on child labor/forced labor and work safety issues in all purchase orders and contracts with primary suppliers. If child labor/forced labor and/or serious safety incidents are identified in relation to primary supply workers, UNICEF will require the primary supplier to take appropriate steps to remedy them. Such mitigation measures will be monitored periodically to ascertain their effectiveness. Where the mitigation measures are found to be ineffective, UNICEF will, within reasonable period, shift the project's primary suppliers to suppliers that can demonstrate that they are meeting the relevant requirements.

5.2 Contractors and Primary Suppliers

Contractors and Primary Suppliers will be responsible for engagement and management of personnel (contracted workers), ensuring compliance with project protocols and providing labor instructions on safety and security. Service providers will be responsible for the following:

- Comply with OHS mitigation measures included in the ESMF and this labor management procedure. These measures will apply to contracted and sub-contracted workers
- Maintain records of recruitment and employment process of contracted workers
- Clearly communicate job description and employment conditions to contracted workers
- Report any incidents and accidents (in line with the definition of the ESCP) to UNICEF in a timely manner
- Establish / maintain a GM for their own workers
- Have a system for regular review and reporting on labor, and occupational safety and health performance
- Ensure all contracted workers sign a Code of Conduct on GBV/SEA/SH

5.3 Government Institutions

Government institutions involved in the implementation of this project, including the MOPHP, GHOs, and DHOs, will be responsible for the following:

- OHS (provision of PPEs, OHS training, etc.) for their officers/volunteers,
- Prevention of child/forced labor
- GBV prevention
- Management of grievances raised by their workers

6 Grievance Mechanism

UNICEF will ensure that a grievance mechanism is available to all direct and contracted Project workers to raise workplace concerns. UNICEF will ensure that all direct workers are informed of the grievance mechanism at the time of recruitment, and that the grievance mechanism is easily accessible to all Project workers. UNICEF will further inform all contractors and primary suppliers of the project requirement to maintain a GM for contracted and primary supplier Project workers and may provide support to contractors and primary suppliers as requested, on a case-by-case basis.

UNICEF staff (Direct Workers) can address their grievances through UNICEF's Office of Internal Audit and Investigation.

The GMs for Contracted Workers will include: (i) procedure to receive grievances such as comment/complaint form, suggestion boxes, email, and telephone line, (ii) stipulated timeframes to respond to grievances, (iii) a register to record and track the timely resolution of grievances, and (iv) a focal point responsible to receive, record and track resolution of work-related grievances. They shall adhere to the following principles :

- Provision of information. All workers should be informed about the grievance mechanism at the time they are hired, and details about how it operates should be easily available, for example, included in worker documentation or on notice boards.
- Transparency of the process. Workers must know to whom they can turn in the event of a grievance and the support and sources of advice that are available to them. All line and senior managers must be familiar with their organization's grievance procedure.
- Keeping it up to date. The process should be regularly reviewed and kept up to date, for example, by referencing any new statutory guidelines, changes in contracts or representation.
- Confidentiality. The process should ensure that a complaint is dealt with confidentially. While procedures may specify that complaints should first be made to the workers' line manager, there should also be the option of raising a grievance first with an alternative manager, for example, a human resource (personnel) manager.
- Non-retribution. Procedures should guarantee that any worker raising a complaint will not be subject to any reprisal.
- Reasonable timescales. Procedures should allow for time to investigate grievances fully but should aim for swift resolutions. The longer a grievance is allowed to continue, the harder it can be for both sides to get back to normal afterwards. Time limits should be set for each stage of the process, for example, a maximum time between a grievance being raised and the setting up of a meeting to investigate it.
- Right of appeal. A worker should have the right to appeal to the World Bank or national courts if he or she is not happy with the initial finding.
- Right to be accompanied. In any meetings or hearings, the worker should have the right to be accompanied by a colleague, friend or union representative.
- Keeping records. Written records should be kept at all stages. The initial complaint should be in writing if possible, along with the response, notes of any meetings and the findings and the reasons for the findings. Any records on SEA shall be registered separately and under the strictest confidentiality.
- Relationship with collective agreements. Grievance procedures should be consistent with any collective agreements.
- Relationship with regulation. Grievance processes should be compliant with the national employment code.

The GMs for workers shall be distinct from the Project level Grievance Mechanism for affected individuals and communities that is detailed in the Project Stakeholder Engagement Plan (SEP). They will not preclude the right of workers to access other judicial or administrative remedies that might be available under Yemeni law or through existing arbitration procedures, or substitute for grievance mechanisms provided through collective agreements. Rather, their purpose is to mediate and seek appropriate solutions to labour related grievances, without escalating to higher stages.

Sexual abuse, exploitation and harassment complaints by survivors will not be addressed through the GMs for workers, but rather directly through a separate channel of the Project GM, as described in the Project GBV/SEA/SH Prevention and Response Action Plan.

UNICEF will require that each contractor put in place a Grievance Mechanism (GM) to raise workplace related concerns for its contracted workers and the workers of its subcontractors. These worker GMs will be proportionate to the workforce, as well as the nature and scale and the potential risks and impacts of the Project. Depending on the nature and scope of activities, UNICEF may provide workers access to their Project GM to handle work related complaints, rather than require contractors to establish their own GM.

When appropriate because of the scope and nature of the activities, each employer will designate a Grievance Focal Point (GFP). This person will receive the complaints, and coordinate with relevant departments/organization and persons to address the complaint. Contractors must escalate the issue to UNICEF within 7 days if the grievance cannot be resolved. If the Contractor does not respond to the complaint, or if the contractor's response is not satisfactory, the complainant or its representative can directly contact the GM Focal Point directly to follow up on the issue.

Project workers and contracted workers may raise grievances anonymously. Grievants will be advised that they have the right to choose not to leave any identifying or contact information. Identifying and contact information will be optional entry fields in GM MIS. In this case, UNICEF and contractors will remain committed to investigating and resolving the issue raised through the grievance. However, they will be limited in their ability to seek further information about the situation if needed over the course of the investigation and will not be able to contact the grievant again to provide feedback upon closure of the grievances. Anonymous grievances will be closed once UNICEF or the contractor is satisfied with the resolution, without providing feedback to the grievant. Grievants will be informed of these limitations at the time they file the grievance, and call center agents will ensure that the caller understands and accepts these limitations before concluding the recording of the grievance.

Annex 1: Code of Conduct

Code of Conduct on Prevention of Sexual Exploitation and Abuse (PSEA)

For UNICEF staff working for or otherwise associated with UNICEF

PSEA is a form of Gender Based Violence (GBV) that has been reported in humanitarian contexts, specifically alleged against humanitarian workers. Sexual Exploitation refers to the actual or attempted abuse of a position of vulnerability; differential power; or trust for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. While the Sexual Abuse refers to the actual or threatened physical intrusion of a sexual nature, whether by force; under unequal conditions or under coercive conditions.

This part is designed to state the obligations and assist UNICEF's staff working for or otherwise associated with UNICEF to better understand the obligations placed upon their conduct by the terms of their association with UNICEF.

It requires UNICEF's staff to mainly ensure that they accept to be bound by, the standards of conduct contained in ST/SGB/2003/13 on "*Special Measures for Protection from Sexual Exploitation and Sexual Abuse*" with focus on the below:

3.1 Sexual exploitation and sexual abuse violate universally recognized international legal norms and standards and have always been unacceptable behavior and prohibited conduct for United Nations staff. Such conduct is prohibited by the United Nations Staff Regulations and Rules.

3.2 To further protect the most vulnerable populations, especially women and children, the following specific standards which reiterate existing general obligations under the United Nations Staff Regulations and Rules, are promulgated:

- a) Sexual exploitation and sexual abuse constitute acts of serious misconduct and are therefore grounds for disciplinary measures, including summary dismissal;
- b) Not commit any act of sexual exploitation, sexual abuse or sexual violence. This prohibition extends to all forms of sexual abuse or exploitation and includes not reporting concerns or suspicions regarding any violation by a co-worker (whether fellow Staff or an individual working for implementing partner organization or agency or Government).
- c) Sexual activity with children (persons under the age of 18) is prohibited regardless of the age of majority or age of consent locally. Mistaken belief in the age of a child is not a defense;
- d) Exchange of money, employment, goods or services for sex, including sexual favors or other forms of humiliating, degrading or exploitative behavior, is prohibited. This includes any exchange of assistance that is due to beneficiaries of assistance;
- e) Sexual relationships between United Nations staff and beneficiaries of assistance, since they are based on inherently unequal power dynamics, undermine the credibility and integrity of the work of the United Nations and are strongly discouraged;
- f) Where a United Nations staff member develops concerns or suspicions regarding sexual exploitation or sexual abuse by a fellow worker, whether in the same agency or not and whether within the United Nations system, he or she must report such concerns via established reporting mechanisms;
- g) United Nations staff are obliged to create and maintain an environment that prevents sexual exploitation and sexual abuse. Managers at all levels have a responsibility to support and develop systems that maintain this environment.

- h) Not produce, procure, distribute or use pornographic material in UNICEF offices or on UNICEF equipment, including reading/surfing pornographic websites or message boards or sending pornographic emails.

Staff responsibility

- i) Staff are responsible for ensuring that they have read and understood this Code of Conduct. They also have a duty to inform beneficiaries of their service and those under their care of the code of conduct that staff must adhere to, as well as how and to whom to report any misconduct or failure in the standard of their treatment.
- j) Staff have a duty to report any breach of this Code to the appropriate person (*refer to **Contact information***). All reports and concerns raised will be properly considered and treated with discretion. UNICEF will take all necessary steps against any form of retaliation suffered by Staff reporting possible breaches of this Code.

Management responsibility

- k) Managers shall lead by example and are responsible for creating a culture of compliance within their areas of authority. They shall inform the OIA of all reports or concerns of breaches of this Code that are raised to them.
- l) Managers are responsible for drawing the attention of the organizations and individuals with whom UNICEF contracts to UNICEF’s values and the specific conduct that it considers unacceptable and inconsistent with these values. If the acts of any organization or individual with whom UNICEF is associated could be considered serious breaches of this Code, managers are responsible for taking appropriate action. Where possible, contracts should include provisions for replacement of individuals or termination in such cases – managers are invited to consult the Policy and Law Section for assistance.
- m) The standards set out above are not intended to be an exhaustive list. Other types of sexually exploitive or sexually abusive behavior may be grounds for administrative action or disciplinary measures, including summary dismissal, pursuant to the United Nations Staff Regulations and Rules.

Name: ----- Date: ----- Signature: -----

مدونة السلوك (ميثاق الشرف) للموظفين العاملين مع اليونيسف أو المرتبطين بها بشكل أو بآخر للمحافظة من الاستغلال الجنسي والانتهاك الجنسي

تتناول هذه المدونة كافة أشكال العنف القائم على النوع الاجتماعي التي قد تحدث خلال العمل في سياقات إنسانية وتحديدًا الادعاءات من هذا القبيل ضد العاملين في مجال العمل الإنساني. فالاستغلال الجنسي يشير إلى أي إساءة أو محاولة إساءة لحالة ضعف أو لتفاوت في النفوذ أو للثقة من أجل تحقيق مآرب جنسية، مما يشمل على سبيل المثال لا الحصر، تحقيق كسب مالي أو اجتماعي، أو سياسي من الاستغلال الجنسي لطرف آخر. وبالمثل، فإن مصطلح "الانتهاك الجنسي" يعني التحدي بالفعل أو التهديد بالتحدي البدني الذي يحمل طابعاً جنسياً، سواء باستعمال القوة أو في ظل ظروف غير متكافئة أو قسرية.

يهدف هذا الجزء إلى تبيان الالتزامات ومساعدة الموظفين في اليونيسف العاملين أو المرتبطين بها من أجل فهم الالتزامات المفروضة على سلوكهم بشكل أفضل بموجب الشروط التي تحكم ارتباطهم باليونيسف.

تتطلب مدونة السلوك هذه من موظفي اليونيسف في المقام الأول ضمان قبولهم الالتزام بمعايير السلوك الواردة في الوثيقة ST/SGB/2003/13 بشأن "التدابير الخاصة للمحافظة من الاستغلال الجنسي والإساءة الجنسية" مع التركيز على ما يلي:

- 3.1 يشكل الاستغلال الجنسي والانتهاك الجنسي انتهاكا للقواعد والمعايير القانونية الدولية المعترف بها عالمياً، وقد اعتبرا دوماً تصرفاً غير مقبول أن يكتبه موظفو الأمم المتحدة وسلوكاً منهيها عنه فالنظامان الإداري والأساسي لموظفي الأمم المتحدة ينهيان عن هذا السلوك.
- 3.2 وتعزيزاً لحماية أكثر فئات السكان ضعفاً، لاسيما النساء والأطفال، تصدر المعايير المحددة التالية التي تكرر تأكيد الالتزامات العامة القائمة في إطار النظامين الإداري والأساسي لموظفي الأمم المتحدة:
 - أ. تمثل حالات الاستغلال الجنسي والانتهاك الجنسي أشكالاً خطيرة من سوء السلوك، ومن ثم تعد سبباً موجبا لاتخاذ تدابير تأديبية بما في ذلك الفصل بإجراءات موجزة؛
 - ب. تحظر ممارسة أي نشاط جنسي مع الأطفال (الأشخاص الذين تقل أعمارهم عن ١٨ سنة) يخض النظر عن سن الرشد أو سن الرضا المقررة محلياً. ولا يعتد بالتعلل بإساءة تقدير سن الطفل؛
 - ج. تحظر مبادلة الجنس بالمال أو العمل أو السلع أو الخدمات، بما في ذلك طلب خدمات جنسية أو غير ذلك من أشكال السلوك المهين أو المحط للكرامة أو المنطوي على الاستغلال. ويشمل ذلك أي مبادلة بمساعدات واجبة لمستحقيها؛
 - د. من غير المقبول على الإطلاق قيام علاقات جنسية بين موظفي الأمم المتحدة والمستفيدين من المساعدة، حيث إنها تقوم على ديناميات للقوى غير متكافئة بطبيعتها، مما ينال من مصداقية ونزاهة أعمال الأمم المتحدة؛
 - هـ. يجب على أي من موظفي الأمم المتحدة تتولد لديه مخاوف أو شكوك في إقدام أحد زملائه على ارتكاب عمل من أعمال الاستغلال الجنسي أو الانتهاك الجنسي، أن يبلغ عن تلك المخاوف عن طريق آليات الإبلاغ القائمة سواء كان ذلك في المنظمة نفسها أم لا أو كان داخل منظومة الأمم المتحدة أم لا؛
 - و. يتحتم على موظفي الأمم المتحدة تهيئة وإدامة بيئة تمنع حدوث الاستغلال الجنسي والانتهاك الجنسي. وتقع على عاتق المدراء من جميع الرتب مسؤولية خاصة عن دعم وتطوير النظم التي تحفظ هذه البيئة.
- 3.3 ولا يقصد بالمعايير المذكورة أعلاه أن تكون قائمة حصرية. فتمتد أنواع أخرى من التصرفات التي تنتطوي على الاستغلال الجنسي أو الانتهاك الجنسي يمكن أن تكون أسباباً لاتخاذ إجراءات إدارية أو تأديبية، بما في ذلك الفصل بإجراءات موجزة، عملاً بالنظامين الإداري والأساسي لموظفي الأمم المتحدة.

مسؤوليات الموظفين

- (ط) الموظفون مسؤولون عن ضمان الاطلاع على مدونة السلوك هذه وفهمها. كما أن عليهم واجب إطلاع المستفيدين من خدماتهم وأولئك الذين يخضعون لرعايتهم على مدونة قواعد السلوك التي يجب على الموظفين الالتزام بها وكذا كيفية الإبلاغ عن أي سوء سلوك أو فشل في معيار معاملتهم ولمن يتم الإبلاغ.
- (ي) يتوجب على الموظفين الإبلاغ عن أي خرق لهذه المدونة والرفع بذلك إلى الشخص المناسب (راجع قائمة أرقام التواصل). سيتم النظر في كافة التقارير والمخاوف المرفوعة ومعالجتها بالشكل المطلوب. كما ستتخذ اليونيسف كافة الخطوات اللازمة ضد أي شكل من أشكال الانتقام التي قد يتعرض لها الموظفون الذين يبلغون عن أي انتهاكات محتملة لهذه المدونة.

مسؤوليات الإدارة

- (ك) يجب على المدراء أن يكونوا مثالاً يحتذى به والاضطلاع بمسؤولية خلق ثقافة الامتثال في نطاق اختصاصهم. ينبغي عليهم كذلك إبلاغ مكتب التحقيق والتدقيق الداخلي بجميع التقارير أو المخاوف المتعلقة بانتهاك هذه المدونة المرفوعة إليهم.
- (ل) يتحمل المدراء مسؤولية لفت انتباه الشركاء والأفراد الذين تتعاقد اليونيسف معهم إلى قيم اليونيسف والسلوكيات التي تعتبرها المنظمة غير مقبولة وغير متماشية مع تلك القيم. وإذا ثبت قيام أي منظمة أو فرد مرتبط باليونيسف بأفعال يمكن اعتبارها انتهاكاً خطيراً لهذه المدونة فعلى هؤلاء المدراء اتخاذ الإجراءات المناسبة. يجب أن تتضمن العقود حينما أمكن أحكاماً تنص على استبدال الأفراد أو إنهاء خدمتهم في مثل هذه الحالات كما يلزم المدراء التماسور مع قسم السياسات والقانون للحصول على المساعدة.

الاسم: _____ التاريخ: _____ التوقيع: _____

Annex 2 Comparison of ESS2 requirements and requirements under the Yemeni Labour Code Law 95/05

ESS2 Requirements (Direct quote from ESS2)	Yemeni Labour Code Requirements Direct quote from ILO translation ⁴	Recommended Actions
A. Working Conditions and Management of Worker Relationships (Section A of ESS2)		
Terms and Conditions of Employment		
<p><i>Paragraph 10</i></p> <p>Project workers will be provided with information and documentation that is clear and understandable regarding their terms and conditions of employment.</p> <p>The information and documentation will 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 this ESS.</p> <p>This 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.</p>	<p><i>Article 30</i></p> <p>A written individual contract of employment shall be drawn up in three copies, the original being given to the worker, a copy to the employer and a copy to the competent office of the Ministry. All copies shall be signed by both parties. In the absence of a written contract, it shall be up to the worker to establish his rights by any admissible evidence.</p> <p>A contract of employment shall basically specify the amount of remuneration, the type of work, the place of work and the date of commencement and duration of employment.</p> <p>Yemeni Law does not include any equivalent provision</p>	<p>The Yemeni Labour Code fulfils ESS2 requirements</p> <p>The Yemeni Labour Code fulfils ESS2 requirements</p> <p>In addition to the requirements of Article 30 of the Labour Code, The UNICEF will ensure that the requirement under Paragraph 30 of ESS2 are met if there is any material change to the terms or conditions of employment</p>
<p><i>Paragraph 11</i></p> <p>Project workers will be paid on a regular basis as required by national law and labor management procedures.</p>	<p><i>Article 55</i></p> <ul style="list-style-type: none"> • The minimum wage payable to a worker shall not be less than the minimum wage paid by the state administration. • The average daily minimum wage of a worker remunerated on the basis of production piece rates shall not be less than the daily minimum wage specified for the occupation or industry concerned. The daily wages of workers not paid on a monthly, weekly or daily 	<p>The Yemeni Labour Code fulfils ESS2 requirements</p>

⁴ All quotes are verbatim from ILO's NATLEX translation of the 1995 Labour Code.

<http://arablegislation.smarthostonline.com/Lists/Asset/Attachments/4656/Labour%20Code%20Yemen.pdf>

<p>ESS2 Requirements (Direct quote from ESS2)</p>	<p>Yemени Labour Code Requirements Direct quote from ILO translation⁴</p>	<p>Recommended Actions</p>
	<p>basis shall be calculated on the basis of the average wages earned by their counterparts for days effectively worked for the same employer over the past year or during their period of service if less than one year.</p> <p><i>Article 56</i> Wages for overtime work shall be calculated according to the following rates:</p> <ul style="list-style-type: none"> • one-and-a-half hours' basic wages per hour of overtime on normal working days; • two hours' basic wages per hour of overtime at night, on the day of weekly rest, and on official holidays and leave, in addition to entitlement to standard wages for such holidays. <p><i>Article 57</i></p> <ul style="list-style-type: none"> • A worker performing night work shall be entitled to an allowance equivalent to 15 per cent of his basic wages, in addition to his entitlement for normal working hours. • A worker performing shift work, shall be entitled to an allowance equivalent to 10 per cent of his basic wages, in addition to his entitlement for normal working hours. • A worker shall be entitled to a night work allowance or a shift work allowance if he works on either basis for a period exceeding ten consecutive or non- consecutive days in a month. It shall be forbidden to combine a night work allowance with a shift work allowance. <p><i>Article 58</i> A worker shall be paid his basic wages if he joins a training or rehabilitation course approved by his employer, whether inside the Republic or abroad.</p> <p><i>Article 59</i> Subject to the provisions of articles 99 and 100 of this Code, a worker shall be entitled to his full wages for any period spent in detention because of a work- related case, provided that the amount paid to him during such period of detention is not less than 50 per cent of his basic wages, the balance of his full wages being paid to him after his innocence is established. The employer may recover the amount paid during the period of detention if the worker is convicted under a final judgement.</p>	

Article 60

A worker employed on the basis of monthly wages may not be transferred without his consent to a category of workers whose wages are calculated on a weekly, daily or hourly basis or on the basis of production or piece rates.

Article 61

Wages and other entitlements due to workers shall be paid in legal currency, on a working day and at the workplace:

- once a month in respect of workers remunerated on a monthly basis, to be paid not later than the sixth day of the following month;
- once every fortnight in respect of workers remunerated on a fortnightly basis, to be paid not later than the third day after the end of every fortnight.
- at least once a week in respect of workers whose remuneration is calculated on an hourly, daily or weekly basis,
- as agreed between the two parties in respect of workers remunerated on the basis of production or piece rates.

Article 62

Employers shall not in any way restrict the freedom of their workers to dispose of their remuneration or oblige their workers to purchase goods produced by them nor to buy goods from specified sources.

Article 65

Wages shall be paid on the day following the termination of the contract. If a worker leaves the service at his own initiative, his wages shall be paid to him within six days of the date of his leaving the service.

Article 66

- Employers shall make out the necessary documents for payment of wages, wherein they shall record the details concerning the workers' wages, any deductions effected, and the net wages paid. These documents shall not contain any blanks, deletions or additions.
- Employers shall be deemed to have discharged their obligation to pay a worker's wages only after the worker has signed or finger-printed the document showing his wage entitlements and annexes thereto, whether or not these are mentioned in the signed documents.

Article 67

- Women shall be entitled to wages equal to those of men if they perform the same work under the same conditions and specifications.

ESS2 Requirements (Direct quote from ESS2)	Yemeni Labour Code Requirements Direct quote from ILO translation ⁴	Recommended Actions
	<ul style="list-style-type: none"> Employers shall pay equal wages to Yemenis and non-Yemenis if their working conditions, qualifications, experience and competence are equal. <p><i>Article 68</i> Where a worker is sent to perform a specific task in an area which is remote from his workplace, whether inside the Republic or abroad, he shall be entitled to receive allowances according to the nature of his task and related to his representation, travel or residence as the case may be. The Council of Ministers shall, acting on a submission by the Minister and a Recommendation from the Labour Council, make special regulations governing allowances.</p> <p><i>Article 69</i> Every employer shall provide his workers with means of transportation from their place of residence or a specified assembly point to their workplace or pay them an allowance for that purpose.</p> <p><i>Article 70</i> Employers shall in accordance with standards to be specified by order of the Minister, provide their workers with adequate housing and food if they work in places remote from inhabited areas.</p>	
Deductions from payment of wages will only be made as allowed by national law or the labor management procedures, and project workers will be informed of the conditions under which such deductions will be made.	<p><i>Article 63</i> It shall be forbidden to withhold the wages due to a worker in accordance to this Code, except by a final judicial decision, unless the employer and the worker have agreed otherwise.</p> <p><i>Article 64</i> Subject to provisions of article 99, the monthly instalments paid by a worker as compensation for such damage or material loss as he may have caused his employer by reason of a shortcoming or negligence shall not exceed 25 per cent of his basic wages.</p>	The Yemeni Labour Code fulfils ESS2 requirements
Project workers will be provided with adequate periods of rest per week, annual holiday and sick, maternity and family leave, as required by national law and labor management procedures.	<p>Working Hours <i>Article 71</i></p> <ul style="list-style-type: none"> Official working hours shall not exceed eight hours per day or 48 hours per week. Weekly hours of work shall be distributed over six working days followed by one day of rest with full pay. Official working hours during the month of Ramadhan shall not exceed six hours per day or 36 hours per week. 	The Yemeni Labour Code fulfils ESS2 requirements

<p>ESS2 Requirements (Direct quote from ESS2)</p>	<p>Yemeni Labour Code Requirements Direct quote from ILO translation⁴</p>	<p>Recommended Actions</p>
	<ul style="list-style-type: none"> • Official working hours in respect of certain occupations, jobs and industries where working conditions are arduous or harmful to health may be reduced by order of the Minister. Such order shall specify the said occupations and jobs and the reduced hours, after consultation with the parties concerned including the representatives of the workers and employers. • Official working hours shall be broken by one or more periods not exceeding one hour to be devoted to rest, including prayers and meals. Such period(s) of rest shall be so determined as to ensure that any continuous period of work does not exceed five hours. Such period(s) shall not be counted as working time. Where a worker reports for work at the specified time and is ready to start working but cannot do so for reasons attributable to the employer, he shall be considered to have effectively performed his work. <p><i>Article 73</i></p> <ul style="list-style-type: none"> • Work shall be considered night work if it is performed between 8 p.m. and 5 a.m. No worker shall be continuously assigned to night work for more than one month. • Night work shall include hours of day-time work that overlap with night hours at the end of the day for at least half an hour. <p><i>Article 74</i></p> <ul style="list-style-type: none"> • Workers may be employed during periods of daily rest, on days of weekly rest and on official holidays if necessary, to increase production or to provide public services and in the event of a disaster or to prevent a disaster, or to maintain work-related or industrial equipment or in the public interest. • Working hours, whether normal or overtime shall not exceed 12 hours per day. <p><i>Article 75</i></p> <ul style="list-style-type: none"> • Subject to the provisions of article 56 of this Code, any worker employed over time shall regardless of his occupation, be entitled to compensatory rest periods with pay calculated on the basis of the following rates: <ul style="list-style-type: none"> ○ one-and-a-half times for overtime on normal working days; ○ double time for overtime night work. 	

<p>ESS2 Requirements (Direct quote from ESS2)</p>	<p>Yemени Labour Code Requirements Direct quote from ILO translation⁴</p>	<p>Recommended Actions</p>
	<ul style="list-style-type: none"> • Employers shall grant workers the prescribed compensation for the day of weekly rest and official holidays and leave within a period not exceeding one month. <p><i>Article 76</i> Employers shall post at the worker's main entrance to the workplace and in a visible place inside the workplace a table showing weekly closing times, working hours and periods of rest and leave.</p> <p><i>Article 77</i> Friday shall be the day of weekly rest. However, this day may be exchanged for another day of the week for all or some workers if work so requires.</p> <p>Leave</p> <p><i>Article 78</i> Workers shall be entitled to leave with full pay on all official holidays in accordance with the laws in force.</p> <p><i>Article 79</i></p> <ul style="list-style-type: none"> • Workers shall be entitled to leave of not less than 30 days with full pay for each year of effective service, to be calculated on the basis of at least two-and- a-half days for each month. • Official holidays and days off falling within a worker's period of leave shall not be counted as part of his annual leave. • Leave granted to a worker from his annual leave entitlement shall not be less than two days at a time. • Employers shall grant workers the leave they are entitled to annually. However, an employer may, for reasons related to the interests of both parties, carry over half a worker's leave entitlement to the following year. • Any more favourable conditions concerning worker's leave entitlements and rates shall continue in force. • No worker shall waive his annual leave in consideration of financial compensation. • Rates of entitlement to leave may, by order of the Minister, be increased for certain occupations and categories of workers. <p>Sick Leave</p>	

	<p><i>Article 80</i></p> <ul style="list-style-type: none"> • In case of sickness, workers shall be entitled to continuous or non-continuous sick leave on the following basis: <ul style="list-style-type: none"> ○ sick leave with full pay for the first and second months of sickness; ○ sick leave with 85 per cent of wages for the third and fourth months of sickness; ○ sick leave with 75 per cent of wages for the fifth and sixth months of sickness; ○ sick leave with 50 per cent of wages for the seventh and eighth months of sickness. • A worker may, in addition to his sick leave entitlement, use up the balance of his annual leave entitlement. If he exhausts both he shall be granted leave without pay until he recovers or the competent authorities establish that he is no longer medically fit for work. • Any period a worker spends in hospital for treatment shall be considered as sick leave. <p><i>Article 81</i></p> <ul style="list-style-type: none"> • Sick leave shall be granted on the following conditions: <ul style="list-style-type: none"> ○ if, in cases of ordinary sickness, it is certified by the doctor appointed by the employer to treat his workers or by the medical institution with which the employer has concluded an agreement for that purpose; ○ if, where the employer has not appointed a doctor or medical institution to treat his workers, it is certified by a medical establishment in the Republic; ○ if it is certified by an emergency clinic at any place or by other hospitals in the area where the worker is taken to or where he spends his annual leave. • Where a worker's sick leave is certified by a private medical practice or institution, the employer may request its confirmation by the competent medical authorities. <p><i>Article 82</i></p> <ul style="list-style-type: none"> • An employer may approve a worker's sick leave and not deduct it from his annual leave if the worker falls sick during his leave; • Annual leave interrupted by sick leave approved in accordance with the provisions of the previous paragraph shall resume thereafter. • The employer may request a medical authority or his appointed doctor to certify such sick leave if it exceeds ten days. <p><i>Article 83</i></p>	
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<p>ESS2 Requirements (Direct quote from ESS2)</p>	<p>Yemени Labour Code Requirements Direct quote from ILO translation⁴</p>	<p>Recommended Actions</p>
	<ul style="list-style-type: none"> • A worker who contracts an occupational disease or sustains an injury during the performance of his work or as a result thereof shall be entitled to sick leave with full pay on a recommendation by the competent medical committee pending the examination of his condition in accordance with the Social Insurance Act. • The competent Minister shall, in consultation with the parties concerned and with the representatives of workers and employers, make an order to establish the competent medical committees and specify their functions and place of work. <p>Leave with or without pay</p> <p><i>Article 84</i> Workers who have spent four years of effective service with an employer shall have the right to 20 days' leave with pay to perform the Hadj, including the Id Al Adha holiday. This leave shall be granted once during the service of a worker. Employers shall have the right to ensure that such leave is used for its intended purpose.</p> <p><i>Article 85</i> Employers may grant workers contingency leave with pay for not more than ten days a year.</p> <p><i>Article 86</i> An employer may, upon a worker's request grant him leave without pay for such reasons and in such circumstances as he deems fit.</p> <p><i>Article 87</i> A working woman shall be entitled to leave with pay for 40 days if her husband dies. Such leave shall be counted as from the date of death. She may also be granted leave without pay for not more than 90 days to complete the period of "Idda" (a period of time during which a Moslem woman should be in mourning after the death of her husband).</p> <p><i>Article 88</i> No worker shall engage in a paid employment during any of his paid leave as provided for by this Code. If it is established that a worker worked during his paid leave, his employer may claim reimbursement of the worker's pay for the said leave, provided that this does not lead to termination of employment.</p>	

<p>ESS2 Requirements (Direct quote from ESS2)</p>	<p>Yemeni Labour Code Requirements Direct quote from ILO translation⁴</p>	<p>Recommended Actions</p>
<p><i>Paragraph 12</i></p> <p>Where required by national law or the labor management procedures, project workers will receive written notice of termination of employment and details of severance payments in a timely manner.</p> <p>All wages that have been earned, social security benefits, pension contributions and any other entitlements will be paid on or before termination of the working relationship, either directly to the benefit of the project workers.</p> <p>Where payments are made for the benefit of project workers, project workers will be provided with evidence of such payments.</p>	<p><i>Article 38</i></p> <p>If a contract is terminated by one of the parties thereto in accordance with article 36, the party wishing to terminate the contract shall give the other party prior notice of termination equivalent to the period prescribed for the payment of wages or pay the wage for such period in full in lieu of notice.</p> <p><i>Article 39</i></p> <p>Should the employer rescind the contract of employment arbitrarily or if the contract is terminated in accordance with the provisions of paragraph (2) of article 35, the worker shall, in addition to his entitlement to wages, for the period of notice and any other entitlements provided for in this Code and the labour legislation giving effect to it, be entitled to special compensation for damages sustained as a result of termination. In all cases, the amount of such compensation shall be determined by the competent Arbitration Committee, subject to a ceiling of six months' wages.</p> <p><i>Article 40</i></p> <p>Should the contract of employment be terminated by the expiry of its specified term while negotiations are being conducted to renew or extend it, the contract shall continue to be valid during such negotiations for a maximum period of three months. If within the said period, the negotiations fail to produce results securing continuity of the contract, the contract shall be considered terminated.</p>	<p>The Yemeni Labour Code fulfils ESS2 requirements</p> <p>The Yemeni Labour Code fulfils ESS2 requirements</p> <p>There is no Yemeni equivalent to this requirement.</p>
<p>Non-discrimination and Equal Opportunity</p>		
<p><i>Paragraph 13</i></p> <p>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 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</p>	<p><i>Article 42</i></p> <p>Women shall be equal with men in relation to all conditions of employment and employment rights, duties and relationships, without any discrimination. Women shall also be equal with men in employment, promotion, wages, training and rehabilitation and social insurance. The requirements of job or occupational specifications shall not be considered as discrimination.</p>	<p>The Yemeni Labour Code fulfils ESS2 requirements</p>

ESS2 Requirements (Direct quote from ESS2)	Yemени Labour Code Requirements Direct quote from ILO translation ⁴	Recommended Actions
<p>assignment, promotion, termination of employment or retirement, or disciplinary practices.</p> <p>The labor management procedures will set out measures to prevent and address harassment, intimidation and/or exploitation. Where national law is inconsistent with this paragraph, the project will seek to carry out project activities in a manner that is consistent with the requirements of this paragraph to the extent possible.</p>	<p>Yemени Law does not include any provision</p>	<p>UNICEF will require all workers to sign a Code of Conduct as per Annex 1</p>
<p><i>Paragraph 14</i></p> <p>Special measures of protection and assistance to remedy discrimination or selection for a particular job based on the inherent requirements of the job or the objectives of the project will not be deemed as discrimination, provided they are consistent with national law.</p>	<p>Yemени Law does not include any provision</p>	<p>UNICEF will apply the ESS2 requirement</p>
<p><i>Paragraph 15</i></p> <p>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, 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.</p>	<p><i>Article 43</i></p> <ul style="list-style-type: none"> • Women's working time shall be five hours a day as from their sixth month pregnancy and, if breast-feeding, until the end of the sixth month after childbirth. Such working time may be further reduced for health reasons on the basis of a certified medical report. • The working time of women breast-feeding their children shall be reckoned from the day following the end of maternity leave to the end of the sixth month after the birth of the child. <p><i>Article 44</i></p> <p>It shall be forbidden to assign a woman to overtime work as from the sixth month of her pregnancy and during the first six months following her return to work after maternity leave.</p> <p><i>Article 45 (amended by Law 2008/15) ⁵</i></p> <ul style="list-style-type: none"> • A pregnant worker shall have the right to maternity leave with full pay for 70 days. • A pregnant woman shall not, under any circumstances, be employed during her maternity leave. 	<p>The Yemени Labour Code fulfils ESS2 requirements</p>

⁵ From the ILO NATLEX database: https://www.ilo.org/dyn/natlex/natlex4.detail?p_lang=en&p_isn=93409

<p>ESS2 Requirements (Direct quote from ESS2)</p>	<p>Yemeni Labour Code Requirements Direct quote from ILO translation⁴</p>	<p>Recommended Actions</p>
	<ul style="list-style-type: none"> • The pregnant working woman shall be granted a further 20 days leave, in addition to the days mentioned above, in the following cases: <ul style="list-style-type: none"> ○ If her labor (delivery) was difficult, as certified by a medical certificate ○ If she gives birth to twins • The working woman shall never be dismissed from her job during her maternity leave" <p><i>Article 46</i></p> <ul style="list-style-type: none"> • It shall be prohibited to employ women in industries and occupations which are hazardous, arduous or harmful to their health or social standing. The occupations prohibited under this paragraph shall be specified by order of the Minister. • It shall be forbidden to employ women at night, except during the month of Ramadhan and in the jobs which shall be specified by order of the Minister. <p><i>Article 47</i></p> <p>An employer who employs women shall post in a visible place at the workplace the regulations governing the employment of women.</p>	
<p>Worker's Organizations</p>		
<p><i>Paragraph 16</i></p> <p>In countries where national law recognizes workers' rights to form and to join workers' organizations of their choosing and to bargain collectively without interference, the project will be implemented in accordance with national law. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner.</p> <p>Where national law restricts workers' organizations, the project will not restrict project workers from developing alternative mechanisms to express their grievances and protect their rights regarding working conditions and terms of employment. The Borrower should not seek to influence or control these alternative mechanisms.</p>	<p><i>Article 151</i></p> <ul style="list-style-type: none"> • Workers and employers shall have the right freely to establish and join organizations with the aim of protecting their interests, defending their rights and representing them on bodies, councils and meetings and in all matters concerning them. • Trade unions and employers' organizations shall have the right to carry on their activity in total freedom, without any interference in their affairs or outside influences. <p>Not relevant given article 151</p>	<p>The Yemeni Labour Code fulfils ESS2 requirements</p>

ESS2 Requirements (Direct quote from ESS2)	Yemeri Labour Code Requirements Direct quote from ILO translation ⁴	Recommended Actions
<p>The Borrower will not discriminate or retaliate against project workers who participate, or seek to participate, in such workers' organizations and collective bargaining or alternative mechanisms.</p>	<p><i>Article 152</i> Subject to the provisions of article 35 of this Code, workers' representatives on a trade union committee shall not be dismissed or otherwise disciplined for carrying out their trade union activities in accordance with this Code, the Trade Unions Act and the rules and regulations made thereunder.</p>	<p>The Yemeni Labour Code fulfils ESS2 requirements</p>
B. Protecting the Work Force		
Child Labor and Minimum Age		
<p><i>Paragraph 17</i> A child under the minimum age established in accordance with this paragraph will not be employed or engaged in connection with the project. The labor management procedures will specify the minimum age for employment or engagement in connection with the project, which will be the age of 14 unless national law specifies a higher age.</p>	<p><i>Article 2</i> "young person": any male or female person under 15 years of age;</p>	<p>The Project will not employ anyone under the age of 18.</p> <ul style="list-style-type: none"> • UNICEF will require all contractors and consultants to verify official documentation for all workers involved in their respective activities, such as a birth certificate, national identification card, passport, or medical or school record. • If a child under 18 is discovered working on the Project, measures will be taken to immediately terminate the employment or engagement of the child in a responsible manner, taking into account the best interest of the child.
<p><i>Paragraph 18</i> A child over the minimum age and under the age of 18 may be employed or engaged in connection with the project only under the following specific conditions: (a) the work does not fall within paragraph 19 below; (b) an appropriate risk assessment is conducted prior to the work commencing; and (c) the Borrower conducts</p>	<p><i>Article 51</i> Employers employing young persons shall:</p> <ul style="list-style-type: none"> • keep a record of young persons and their social and occupational status indicating their names, age, name of guardian, date of entry into service, place of residence and any other information prescribed by the Ministry; • have them undergo a preliminary medical examination and regular examinations whenever necessary to ensure their medical fitness and 	<p>The Project will not employ anyone under the age of 18.</p>

ESS2 Requirements (Direct quote from ESS2)	Yemeni Labour Code Requirements Direct quote from ILO translation⁴	Recommended Actions
regular monitoring of health, working conditions, hours of work and the other requirement of this ESS.	keep a medical record for each young person containing all the information related to their medical history;	
<p><i>Paragraph 19</i></p> <p>A child over the minimum age and under the age of 18 will not be employed or engaged in connection with the 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.</p>	<p><i>Article 48</i></p> <ul style="list-style-type: none"> • It shall be forbidden to employ a young person for more than seven hours per day or 42 hours per week. Weekly hours of work shall be distributed over six working days followed by one day of rest with full pay. • Daily hours of work shall be broken by a period of rest of not less than one hour. A young person shall not work continuously for more than four hours. • It shall be forbidden to make a young person work overtime or at night except in those jobs to be specified by order of the Minister. • The hours a young person spends in training during his daily hours of work shall be considered as official working time. • It shall be prohibited to make a young person work during his weekly periods of rest, official holidays and other leave. 	The Project will not employ anyone under the age of 18.
Forced Labor		
<p><i>Paragraph 20</i></p> <p>Forced labor, which consists of any work or service not voluntarily performed that is exacted from an individual under threat of force or penalty, will not be used in connection with the project. This prohibition covers any kind of involuntary or compulsory labor, such as indentured labor, bonded labor, or similar labor-contracting arrangements. No trafficked persons will be employed in connection with the project.</p>	Yemeni Law does not include any provision	UNICEF will ban all forms of forced labour under the Project
C. Grievance Mechanism		
<p><i>Paragraph 21</i></p> <p>A grievance mechanism 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 grievance mechanism at the time of recruitment and the measures put in place to protect them against any reprisal for its use. Measures will be put in</p>	Yemeni Law does not include any provision	UNICEF will apply ESS2 requirements

ESS2 Requirements (Direct quote from ESS2)	Yemени Labour Code Requirements Direct quote from ILO translation⁴	Recommended Actions
<p>place to make the grievance mechanism easily accessible to all such project workers.</p>		
<p><i>Paragraph 22</i></p> <p>The grievance mechanism will be proportionate to the nature and scale and the potential risks and impacts of the project. It will be designed to address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and will operate in an independent and objective manner. The grievance mechanism 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.</p>	<p>Yemени Law does not include any provision</p>	<p>UNICEF will apply ESS2 requirements</p>
<p><i>Paragraph 23</i></p> <p>The grievance mechanism will not impede access to other judicial or administrative remedies that might be available under the law or through existing arbitration procedures, or substitute for grievance mechanisms provided through collective agreements.</p>	<p>Yemени Law does not include any provision</p>	
<p>D. Occupational Health and Safety (OHS)</p>		
<p><i>Paragraph 24</i></p> <p>Measures relating to occupational health and safety will be applied to the project. The OHS measures will include the requirements of this Section, and will take into account the General EHSs and, as appropriate, the industry specific EHSs and other GIIP. The OHS measures applying to the project will be set out in the legal agreement and the ESCP</p>	<p><i>Article 113</i></p> <p>An employer who commissions any new enterprise shall ensure that it meets occupational safety and health requirements. The competent Ministry shall ensure compliance with appropriate occupational safety and health requirements and conditions.</p> <p><i>Article 114</i></p> <p>Employers shall observe the following rules:</p> <ul style="list-style-type: none"> • Workplace health and safety conditions shall be maintained in conformity with occupational safety and health requirements. • Workplaces shall be properly ventilated and adequately lighted during working hours in accordance with the standards established by the authorities responsible for occupational safety and health. 	<p>In addition to meeting the requirements of Chapter IX of the Labour Code, UNICEF will require contractors to comply with the relevant OHS measures in the World Bank Group General Environmental Health and Safety Guidelines. meet the relevant Project ESHS requirements in Annex 2. These cover all of the issues raised in Paragraph 24 of ESS2.</p>

<p>ESS2 Requirements (Direct quote from ESS2)</p>	<p>Yemeni Labour Code Requirements Direct quote from ILO translation⁴</p>	<p>Recommended Actions</p>
	<ul style="list-style-type: none"> • The necessary precautions shall be taken to protect workers from such damage to their health as may be caused by gas, dust, smoke or any other emissions or waste likely to be discharged by the industry. • The necessary precautions shall be taken to protect workers against the hazards of equipment and machinery and the hazards of conveyors and handling, including any risks of collapse. • The necessary precautions shall be taken against natural hazards and damage, including health, humidity and cold. • The necessary precautions shall be taken against the hazards of excessive light, noise, harmful or dangerous radiation, vibration, variation in atmospheric pressure inside the workplace, including any risk of explosion. • Easily accessible lavatories and washrooms shall be provided, and separate lavatories and wash-rooms shall be provided for women workers if women are employed on the premises. • An adequate and easily accessible supply of drinking water shall be provided for the worker's use. • The necessary precautions shall be taken to deal with fires and provide fire-fighting equipment, including emergency exits, which shall be maintained in working order at all times. • Industrial accidents and occupational diseases shall be recorded in a register and notified to the competent authorities and statistics on industrial accidents and occupational diseases shall be kept for submission to the Ministry upon request. 	
<p><i>Paragraph 25</i></p> <p>The OHS measures will be designed and implemented to address: (a) identification of potential hazards to project workers, particularly those that may be life threatening; (b) provision of preventive and protective measures, including modification, substitution, or elimination of hazardous conditions or substances; (c) training of project workers and maintenance of training records; (d) documentation and reporting of occupational accidents, diseases and incidents; (e) emergency prevention and preparedness and response arrangements to emergency situations; and (f) remedies for adverse impacts such as occupational injuries, deaths, disability and disease.</p>	<p><i>Article 118</i></p> <ul style="list-style-type: none"> • The employer shall: <ul style="list-style-type: none"> ○ advise and inform workers, before their engagement, on work-related and occupational hazards and on the preventive procedures which must be observed at work; ○ provide continuous guidance to workers and control their observance of occupational safety and health; ○ display in a visible place instructions, guidance and posters explaining work-related and occupational hazards and methods of preventing them and use all possible illustrative means to that end; ○ increase worker's awareness of occupational safety and health protection and make them participate in training courses and seminars on these matters. 	<p>In addition to meeting the requirements of Chapter IX of the Labour Code, UNICEF will require contractors to comply with the relevant OHS measures in the World Bank Group General Environmental Health and Safety Guidelines. meet the relevant Project ESHS requirements in Annex 2. These cover all of the issues raised in Paragraph 24 of ESS2.</p>

ESS2 Requirements (Direct quote from ESS2)	Yemeni Labour Code Requirements Direct quote from ILO translation ⁴	Recommended Actions
<p><i>Paragraph 26</i></p> <p>All parties who employ or engage project workers will develop and implement procedures to establish and maintain a safe working environment, including that workplaces, machinery, equipment and processes under their control are safe and without risk to health, including by use of appropriate measures relating to chemical, physical and biological substances and agents. Such parties will actively collaborate and consult with project workers in promoting understanding, and methods for, implementation of OHS requirements, as well as in providing information to project workers, training on occupational safety and health, and provision of personal protective equipment without expense to the project workers.</p>	<p>....</p> <p><i>Article 115</i></p> <p>Employers shall take the necessary precautions to protect workers and ensure their safety against such hazards as may arise from their work and the machinery in use. The employer shall not deduct any amount from their wages in consideration of:</p> <ul style="list-style-type: none"> • the provision of protective devices, equipment and clothing to protect workers from exposure to occupational injuries and diseases; • any allowances granted to workers for working in conditions harmful to their health, or any meals provided to them in compliance with occupational safety and health requirements. • expenses incurred on account of workers' medical examinations, regular or otherwise, as necessitated by occupational safety and health requirements; • the provision of first aid equipment at the workplace. 	<p>In addition to meeting the requirements of Chapter IX of the Labour Code, UNICEF will require contractors to comply with the relevant OHS measures in the World Bank Group General Environmental Health and Safety Guidelines. meet the relevant Project ESHS requirements in Annex 2. These cover all of the issues raised in Paragraph 24 of ESS2.</p>
<p><i>Paragraph 27</i></p> <p>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.</p>	<p>Yemeni Law does not include any provision</p>	<p>In addition to meeting the requirements of Chapter IX of the Labour Code, UNICEF will require contractors to comply with the relevant OHS measures in the World Bank Group General Environmental Health and Safety Guidelines. meet the relevant Project ESHS requirements in Annex 2. These cover all of the issues raised in Paragraph 24 of ESS2.</p>
<p><i>Paragraph 28</i></p> <p>Project workers will be provided with facilities appropriate to the circumstances of their work, including access to canteens, hygiene facilities, and appropriate areas for rest. Where accommodation services are provided to project workers, policies will be put in place and implemented on the management and quality of accommodation to protect and promote the health, safety, and well-being of the project workers, and to provide access to or provision of</p>	<p><i>Article 114</i></p> <ul style="list-style-type: none"> • • Easily accessible lavatories and washrooms shall be provided, and separate lavatories and wash-rooms shall be provided for women workers if women are employed on the premises. • 	<p>In addition to meeting the requirements of Chapter IX of the Labour Code, UNICEF will require contractors to comply with the relevant OHS measures in the World Bank Group General Environmental Health and Safety Guidelines. meet the relevant Project ESHS requirements</p>

ESS2 Requirements (Direct quote from ESS2)	Yemени Labour Code Requirements Direct quote from ILO translation⁴	Recommended Actions
<p>services that accommodate their physical, social and cultural needs.</p>		<p>in Annex 2. These cover all of the issues raised in Paragraph 24 of ESS2.</p>
<p><i>Paragraph 29</i></p> <p>Where project workers are employed or engaged by more than one party and are working together in one location, the parties who employ or engage the workers will collaborate in applying the OSH requirements, without prejudice to the responsibility of each party for the health and safety of its own workers.</p>	<p>Yemени Law does not include any provision</p>	<p>In addition to meeting the requirements of Chapter IX of the Labour Code, UNICEF will require contractors to comply with the relevant OHS measures in the World Bank Group General Environmental Health and Safety Guidelines. meet the relevant Project ESHS requirements in Annex 2. These cover all of the issues raised in Paragraph 24 of ESS2.</p>
<p><i>Paragraph 30.</i></p> <p>A system for regular review of occupational safety and health performance and the working environment will be put in place and include identification of safety and health hazards and risks, implementation of effective methods for responding to identified hazards and risks, setting priorities for taking action, and evaluation of results.</p>	<p>Yemени Law does not include any provision</p>	<p>In addition to meeting the requirements of Chapter IX of the Labour Code, UNICEF will require contractors to comply with the relevant OHS measures in the World Bank Group General Environmental Health and Safety Guidelines. meet the relevant Project ESHS requirements in Annex 2. These cover all of the issues raised in Paragraph 24 of ESS2.</p>
<p>E. Contracted Workers</p>		
<p><i>Paragraph 31</i></p> <p>The Borrower will make reasonable efforts to ascertain that third parties who engage contracted workers are legitimate and reliable entities and have in place labor management procedures applicable to the project that will allow them to operate in accordance with the requirements of this ESS, except for paragraphs 34–42.</p>	<p>Yemени Law does not include any provision</p>	<p>UNICEF will apply ESS2 requirements</p>

ESS2 Requirements (Direct quote from ESS2)	Yemени Labour Code Requirements Direct quote from ILO translation ⁴	Recommended Actions
<p><i>Paragraph 32</i></p> <p>The Borrower will establish procedures for managing and monitoring the performance of such third parties in relation to the requirements of this ESS. In addition, the Borrower will incorporate the requirements of this ESS into contractual agreements with such third parties, together with appropriate noncompliance remedies. In the case of subcontracting, the Borrower will require such third parties to include equivalent requirements and noncompliance remedies in their contractual agreements with subcontractors.</p>	Yemени Law does not include any provision	UNICEF will apply ESS2 requirements
<p><i>Paragraph 33</i></p> <p>Contracted workers will have access to a grievance mechanism. In cases where the third party employing or engaging the workers is not able to provide a grievance mechanism to such workers, the Borrower will make the grievance mechanism provide under Section C of this ESS available to the contracted workers.</p>	Yemени Law does not include any provision	UNICEF will apply ESS2 requirements
F. Primary Supply Workers		
<p><i>Paragraph 39</i></p> <p>As part of the environmental and social assessment, the Borrower will identify potential risks of child labor, forced labor and serious safety issues which may arise in relation to primary suppliers.</p>	Yemени Law does not include any provision	UNICEF will apply ESS2 requirements
<p><i>Paragraph 40</i></p> <p>Where there is a significant risk of child labor or forced labor related to primary supply workers, the Borrower will require the primary supplier to identify those risks consistent with paragraphs 17 to 20 above. The labor management procedures will set out roles and responsibilities for monitoring primary suppliers. If child labor or forced labor cases are identified, the Borrower will require the primary supplier to take appropriate steps to remedy them.</p>	Yemени Law does not include any provision	UNICEF will apply ESS2 requirements

ESS2 Requirements (Direct quote from ESS2)	Yemeni Labour Code Requirements Direct quote from ILO translation⁴	Recommended Actions
<p><i>Paragraph 41</i></p> <p>Additionally, where there is a significant risk of serious safety issues related to primary supply workers, the Borrower will require the relevant primary supplier to introduce procedures and mitigation measures to address such safety issues. Such procedures and mitigation measures will be reviewed periodically to ascertain their effectiveness.</p>	<p>Yemeni Law does not include any provision</p>	<p>UNICEF will apply ESS2 requirements</p>
<p><i>Paragraph 42</i></p> <p>The ability of the Borrower to address these risks will depend upon the Borrower's level of control or influence over its primary suppliers. Where remedy is not possible, the Borrower will, within a reasonable period, shift the project's primary suppliers to suppliers that can demonstrate that they are meeting the relevant requirements of this ESS.</p>	<p>Yemeni Law does not include any provision</p>	<p>UNICEF will apply ESS2 requirements</p>