



**UNITED NATIONS OFFICE FOR PROJECT SERVICES**

**REPUBLIC OF YEMEN  
YEMEN EMERGENCY HUMAN CAPITAL PROJECT (YEHCP)**

**Yemen Emergency Human Capital Project Additional Financing (P176570)  
(YEHCP-AF)**

**Updated**

**Labor Management Procedures (LMP)**

**10 April 2022**

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## 1. Introduction

1. This Labor Management Procedures (LMP) was prepared by UNOPS for the Project's Component 2 (the WASH component) as agreed with the World Bank and the other UN agencies to meet the requirements of the World Bank's Environmental and Social Framework (ESF) for the Yemen Emergency Human Capital Project (YEHCP-Component2; P176570), and its Additional Financing most particularly the Environmental and Social Standard on Labor and Working Conditions (ESS2). As required in Paragraph 9 of ESS2, the LMP sets out the way in which project workers will be managed, in accordance with the requirements of national law and ESS2. They address how ESS2 requirements will apply to various categories of project workers including direct workers, and the way in which UNOPS will require third parties to manage their workers in accordance with paragraphs 31–33 of ESS2. The table of content of the LMP is based on the LMP template (v1, September 6, 2018) proposed through the World Bank ESF website. *However, adjustments to the proposed template were made to more closely follow the order in which issues are addressed in ESS2.*
2. UNOPS has updated the LMP according to the requirements brought about by Additional Financing necessary during parent Project implementation. The updated LMP shall be submitted to the World Bank for prior review and approval before becoming effective.
3. UNOPS has in parallel prepared an updated Environmental and Social Management Framework (ESMF) to meet the requirements of ESS1, a Security Management Plan (SMP) and a GBV/SEA/SH Prevention and Response Action Plan to meet the requirements of ESS4, an updated Resettlement Framework (RF) to meet the requirements of ESS5, and an updated Stakeholder Engagement Plan (SEP) to meet the requirements of ESS10. All of these documents have been updated to include the additional financing to the parent project

This LMP has been updated to include the additional financing YEHCP-Component 2 (P178665) to cover the current target areas and additional 11 target areas which include provision of fuel and water trucking.

### 1.1 Lessons learned from YIUSEP<sup>1</sup>

4. The Project builds on the Yemen Integrated Urban Services Emergency Project (YIUSEP 1; P164190) that is implemented by UNOPS and includes a similar component.
  - YIUSEP I implemented 154 subprojects: PWP (81); RMF-IU (25); UW-PMU (26), and UNOPS implemented 22 electricity sector subprojects.
  - UNOPS and its Implementing Partners conducted environmental, social, and OHS inspections usually on a weekly basis during subproject implementation. Noncompliance was addressed and corrected immediately by the contractor's team/safety officers.
  - Contractor noncompliance included: (i) workers not wearing appropriate PPE; (ii) workers not fully aware of the worker's GM; (iii) waste and debris not collected immediately and transported to the assigned landfill; (iv) one child labor case with a PWP contractor that was immediately addressed.
    - A flagman was slightly injured and treated on the site when he jumped over a footpath to avoid an oncoming car during the maintenance of a solar street light pole in Sana'a City in February 2019. UNOPS immediately conducted an incident review and identified lessons learned; the contractor was warned, and corrective measures taken, including defining safe distance requirements for safety cones, barriers and safety lights.
    - One worker and a relative died in a sewer at a PWP sanitation rehabilitation site

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<sup>1</sup> This subsection also appears in the ESMF

in March 2019. UNOPS conducted Root Cause Analysis (RCA), and prepared and implemented a Safeguards Corrective Action Plan (SCAP), including more explicit contractor requirements for work in sewage. PWP terminated the contract. Compensation was paid by the contractor, not by the project.

- These SCAPS were implemented to the satisfaction of the World Bank, and both UNOPS and the local partners were able to learn from these incidents and enhance their safeguards practices.
- Complaints received by the GM included requests to: (i) repair or provide regular maintenance to installed generators or solar systems; (ii) immediately remove waste and debris from working sites; (iii) clean road maintenance and paving sites to ensure proper rainwater drainage; (iv) avoid making noise or generating dust; (v) avoid compromising other services such as electricity, telecommunication, or sanitation. when excavating and securing sites; (vi) maintain access; (vii) to shorten the duration of works affecting streets
- Many of complaints concerned procurement or labor issues, such as delayed payments to contractors, disputes on remaining due payment between contractors, subcontractors, suppliers of construction materials, contractor's engineers and workers and terms of payments.
- Most complaints were resolved immediately with the contractors to the satisfaction of the complainants, except for financial disputes between contractors and other parties where UNOPS was not a party. UNOPS advised contractors to solve these complaints amicably. If the complainant was not satisfied, they had the option to go for second level of legal process.
- Despite that, we encountered some challenges and constraints, which can be summarized as follows:
  - The poor HSSE culture of local workers.
  - Lack of technical capacity towards the COVID-19 infection prevention and control in the country
  - Maintaining gender equality when hiring due to the small number of female applicants

## 1.2 Lesson Learned

Among the many lessons that the implementing agencies have learned and adopted is the importance of effective engagement and coordination throughout the implementation process with relevant stakeholders while mitigating the following main issues and challenges that currently persist in Yemen:

- Movement restrictions due to current conflict in the country as well as COVID-19 constraints have required the implementing agencies to adapt their engagement approaches to use virtual communication tools, provide health and safety measures where gatherings are unavoidable, and rely more heavily on smaller localized field teams based in decentralized areas.
- Cultural barriers surrounding gender and GBV issues in Yemen society have been addressed by consulting with local experts and designing communication materials using Arabic first (rather than developing in English and then translating) and ensuring to use locally acceptable language and terminology to communicate about these issues. The partners have also developed training for project staff and contracted workers, as well as civil servants, to raise awareness about these issues, for which there are plans to provide refreshers and expand roll-out under the GBV Action Plan. Ultimately, however, it may not be possible to implement GBV mitigation measures to the same extent in the Yemeni context in the immediate term as is possible in other contexts.
- Delays in obtaining official permissions to access and carry out public consultations and community engagements have resulted in the implementing agencies adjusting work plans and adding time into expected project implementation timelines to more realistically plan for these delays from the beginning. In addition, the implementing agencies have increased their engagement and advocacy with relevant authorities to reduce the time and requirements for securing approvals.

- Timely communication and relationship-building with project partners and local authorities can improve the timeliness and effectiveness of project implementation. When the implementing agencies' counterparts have a better understanding of the project conditions, requirements, challenges, and intentions, implementation is facilitated much more quickly and easily. This is strongly incorporated into the planning for the YEHCP, and this stakeholder engagement plan.
- Kick-off meetings with contractors must be better structured and organized to cover all relevant aspects of sub-projects, such as risk assessment, health and safety, the objective of the project Grievance Mechanism (GM), the role of third part monitors (TPM), protection against sexual exploitation and abuse (PSEA), gender considerations, procurement and logistics, and implementation plans.
- GM contact details must be shared with relevant stakeholders (i.e., workers and beneficiaries) during TPM field visits, UNOPS staff inspection visits, Gender Based Violence (GBV), PSEA, and health and safety training for contractors and workers, and throughout the stakeholder engagement process.
- Citizen Engagement has been a key for successful project delivery if it includes:
  - Context-sensitive public communication plan that is devised and rolled out with the start of sub-project implementation and throughout Project duration.
  - Citizen engagement in the identification, prioritization, and monitoring of investment projects, including consultations with local councils/communities and key stakeholders at grass root levels.
  - The establishment of beneficiary committees with equal male and female representation, including stakeholders and local communities.

## 2. Project Description

5. The YHCP-AF is a World Bank-funded project that will contribute to efforts by the international community to maintain and enhance health and nutrition services in line with Yemen's Minimum Service Package (MSP) and respond to health and nutrition crises and contribute to the provision of safe water and improving the water and sanitation system capacity. The project will target the whole country, with some interventions focused on specific governorates or districts as per the priorities and needs. The Project has four components as follows: The Project has three components:

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

6. 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**

7. 2.1: Restoring Access and Improving Quality to WSS Services in Selected Urban and Rural Areas (implemented by UNOPS). This subcomponent will focus on restoring access to improved water and sanitation services, with particular emphasis on priority sanitation needs, by investing in related urgent areas (i.e., rehabilitation and scaling up of medium to large scale facilities including rehabilitation of water and sanitation infrastructure, main water and sewerage pipelines and networks, water treatment plants, WWTPs, water wells, pumping and booster stations, related civil works of building and structures, etc.) to improve service provision. The subcomponent will help monitor the quality of water and sanitation services through rehabilitation of public laboratories for water and wastewater quality testing and enhancing and strengthening the operational capacities of the WSLCs and their branches, AUs, branches of NWSA and GARWSP in the target

areas in the delivery of safe water and sanitation services (e.g., installing small decentralized WWTPs on a pilot basis, purchase and use electrical generators; purchase, installation and storage of O&M materials such as; spare parts, measuring devices, manholes, sewage maintenance vehicles, machines, tools, laboratory equipment and consumable supplies. In addition, this subcomponent will support the operation of main water and wastewater facilities by providing electrical materials (e.g., submersible motor and control panel, transformers, etc.) and alternative sustainable energy solutions, in particular, solar panels to provide a clean, cost effective, and reliable energy source for disadvantaged areas.

8. 2.2: Emergency Support for WASH Interventions in Response to COVID-19 Pandemic and Flash floods (implemented by UNOPS). This subcomponent will focus on selected priority urban, peri-urban and rural areas at decentralized level including IDP camps, health centers, schools and local markets, through addressing basic needs of WASH requirements and supplies; providing personal protective equipment (PPE) and WASH non-food items (NFIs) for water and sanitation staff, water trucking to key health facilities, IDP camps, provide fuel to key WSLCs (if needed), spare parts, equipment and necessary supplies for the benefit of the priority areas for water and wastewater systems (where it is not included under subcomponent 2.1). It will also carry out wastewater evacuation through water sucking (evacuation) trucks building or repairing bathrooms in public areas to encourage appropriate hand washing and behavior changes on hygiene in close coordination with UNICEF, constructing and operating of water distribution points and water tanks, water pumps to help the vulnerable communities better adapt to the climate change shocks and risk from natural disasters such as droughts (by increasing water availability) and floods (improved water pumping and wastewater treatment).

Rehabilitation of selected HFs and schools will be conducted based on clear and transparent criteria including access to a sustainable water source, community organization to take over and oversee the functionality once rehabilitation has been completed, ensuring integration of rehabilitation interventions including WASH, Health etc. based on detail need assessment etc. WASH rehabilitation may include rehabilitation of water and sanitation systems within facilities premises, connection of water and sanitation system of the facilities to the nearest public networks, cleaning of toilet tiles and walls, provision of water tank, water pipes/pumps/taps, handwashing basin, installation of solar system etc. Water Trucking to Key HFs and Fuel supply to key WSLCs will be provided as transition emergency interventions and will build on the results achieved from the exit strategies implemented under YEHNP toward having more sustainable interventions.

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. this subcomponent will mainly target strengthening the capacity of local institutions in selected peri-urban, rural areas and WSLCs in urban cities and their branches in peri-urban areas that are not covered under YIUSEP-II. This includes training on technical and non-project-related aspects (including planning around when it is most convenient for women to join) to support the local institutions to assume their service delivery mandate more effectively beyond the boundaries of the project. The support may include provision of per diem to key staff if needed based on clear terms of reference (ToR) with associated deliverables and clear timelines. Support will build medium and long-term capacity at the local level and cover topics including procurement and contract management, social and environmental standards, low carbon and climate resilient infrastructure, technical design, asset management, grievance redress and gender-sensitive citizen engagement, building WSLCs capacity on gender parity in recruitment, the advantages of gender diversity in the workplace, etc., and other critical needs which may be identified

### **Component 3. Project Support, Management, Evaluation and Administration**

(Implemented by UNICEF, WHO, and UNOPS)

9. 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 WHO, UNICEF 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)

10. The Contingent Emergency Response Component (CERC) allows UNOPS to receive support by reallocating funds from other project components or serving as a conduit to process additional financing from other funding sources for eligible emergencies to mitigate, respond to and recover from the potential harmful consequences arising from the emergency. Disbursements under this subcomponent will be subject to the declaration of emergency by the RoY, the international community, or the UN.
11. Component 2 of the project will be implemented by UNOPS through direct implementation as well as project cooperation agreements between UNOPS and two implementing partners: Public Works Project (PWP) and the Urban Water Project Management Unit (UW-PMU). The local implementing partners are national government entities that will assist UNOPS in the implementation of activities, particularly in terms of the design, preparation, supervision, and delivery of subprojects. UNOPS will use its standard contract for all activities except those implemented by PWP.

##### **2.1 Implementation Arrangements**

12. As indicated in the Project Appraisal Document (PAD): *“The proposed project is an emergency operation processed under OP 2.30 and OP 10.00 paragraph 12. It uses UNOPS as the recipient of IDA funds and alternative implementation agency on an exceptional basis under the Financial Management Framework Agreement (FMFA) between the World Bank and UN agencies. The project will be implemented by UNOPS through direct implementation as well as project cooperation agreements between UNOPS and local partners”*. The local Implementing Partners are the Public Works Project (PWP), the Road Maintenance Fund Implementation Unit (RMF-IU), and the Urban Water Project Management Unit (UW-PMU). Their staff are civil servants.

### **3. Overview of Labor Use in the Project<sup>2</sup>**

#### **3.1 Type of Workers (paragraph 3 of ESS2)**

13. The LMP is applicable to all project workers whether full-time, part-time, temporary, or daily workers:

##### ***Direct Workers***

14. Direct workers include all persons engaged directly by UNOPS or an Implementing Partner to work specifically in relation to the project. They include current and new employees who will be assigned to work on the Project, such as the Project manager, supervisors, and the Environmental and Social Safeguards Officer (ESSO), as well as staff of the Implementing Partners. It also includes additional staff required during project implementation, such as consultants providing technical support. Additional personnel may be recruited by UNOPS and its implementing partners to effectively manage the additional financing to the parent project

##### ***Contracted Workers***

15. Contracted workers will be employed as deemed appropriate by contractors, subcontractors, and other intermediaries, for construction activities, supply, installation, and commissioning, as well as to serve as Third Party Monitors (TPM). Contractors may also hire casual unskilled labors from

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<sup>2</sup> This section of the LMP will be updated once more precise number of workers is known

within communities where construction activities will occur.

#### ***Community Workers***

16. The Project will not employ community workers.

#### ***Primary Suppliers***

17. Primary supply workers would be engaged by UNOPS to supply parts and equipment on an on-going basis, as well as and construction materials.

### **3.2 Labor Influx**

18. While a substantial number of jobs will be created, it is not expected that the targeted cities will experience significant labor influx as most of the workers required by contractors will be sourced locally. The subprojects that involve civil works: (i) are small in size and scope; (ii) mainly require semi-skilled workers; and (iii) have a short implementation period. For example, sewerage rehabilitation subprojects only require 10-15 semi-skilled workers for a period of no more than 4 months. Such workers are widely available in all the areas targeted by Component 2 of the project. In addition, UNOPS will encourage contractors to prioritize the recruitment of unskilled labor from the target areas, thus further reducing the risk of labor influx.

19. However, some subprojects will require skilled workers for short periods, for example individuals or small teams to install solar panels, or to rehabilitate or replace diesel generators. Such skilled workers are likely to come from the Taiz governorate, given that it has the largest concentration of semi-skilled and skilled labor in Yemen, and because of the ability of workers from Taiz to work both in the south and north of the country with minimal social and political impediment.

20. Therefore, the labor influx under Component 2 of the project is expected to be low and limited to skilled Yemeni nationals. An influx of skilled foreign workers or refugees is highly unlikely due to security restrictions, and restrictive local labor procedures. As a consequence, Component 2 of the project will not establish dedicated worker accommodations, and no Labour Influx Management Plan will be prepared.

### **3.3 Number of Project Workers**

#### ***Direct Workers***

21. UNOPS will employ approximately 22 persons to work on Component 2 of the project. UNOPS will also directly hire technical and business experts on a need's basis. PWP has 68 employees implementing a portfolio of activities funded by different sources, including the World Bank. Most of their staff could at some point be involved in Project activities, when and if required. Similarly, UW-PMU has 16 employees, many of which could at some point be involved in Project activities.

#### ***Contracted Workers***

22. The precise number of Project contracted workers will only become known during implementation. Nonetheless, implementation should involve approximately 90 contracts that will lead to the recruitment of approximately 1000 workers.

23. Furthermore, UNOPS might contract individuals or companies to carry out surveys, trainings and other assessments within the project.

**Table 1. Summary of project workers**

NO	Type of Workers	Description of Activities	Estimated Number	Characteristics	Timing
<b>Direct Workers</b>					
1.1	PMU staff (UNOPS and IP's)	The Project management carries out such key functions as coordination, fiduciary, monitoring and evaluation, and reporting. Ensuring compliance with the Environmental and Social Framework requirements and environmental and social instrument	106	<ul style="list-style-type: none"> <li>● Fixed term employees</li> <li>● Full time or part-time</li> <li>● National/International</li> <li>● Skilled workers, professionals in various disciplines</li> <li>● Mix of male and females</li> </ul>	At the beginning/during The project.
<b>Contracted Workers</b>					
2.1	Consultant workers	include the provision of translation or training activities. Training might cover a range of topics and might involve the procurement of service providers to perform these activities	270	<ul style="list-style-type: none"> <li>● Professionals</li> <li>● Fixed term or casual (temporary)</li> <li>● Yemenis</li> <li>● Predominantly male</li> <li>● No child labor</li> </ul>	During the whole project lifecycle
2.2	Third Party Monitoring (TPM) Workers	responsible of monitoring the project activities and provide feedback to the project to set proper mitigation measures.	180	<ul style="list-style-type: none"> <li>● Professionals</li> <li>● Fixed term or casual (temporary)</li> <li>● Yemenis</li> <li>● Males and Females.</li> <li>● No child labor</li> </ul>	The TPM who is delivering the monitoring of the previous phases will continue until the end of the project
2.3	Grievance Mechanism (GM) service provider workers	The project activities include the GM service provider who is responsible of receiving, recording, forwarding the complaints to the project and provide the complainant with the resolution taken.	10	<ul style="list-style-type: none"> <li>● Yemenis.</li> <li>● Skilled.</li> <li>● Males and females.</li> <li>● No child labors.</li> </ul>	

NO	Type of Workers	Description of Activities	Estimated Number	Characteristics	Timing
2.4	Rehabilitation/ Maintenance Workers	Construction activities and maintenance of the Isolation Units.	450	<ul style="list-style-type: none"> <li>● Skilled, Semi-skilled or unskilled</li> <li>● Fixed and Casual (temporary)</li> <li>● Yemenis</li> <li>● Males</li> <li>● No child labor</li> </ul>	during the lifetime of project implementation
2.5	Water supply workers	Water supply is provided to the isolation units and Laboratories.	300	<ul style="list-style-type: none"> <li>● Yemenis.</li> <li>● Working casually and informally.</li> <li>● Males.</li> <li>● Unskilled</li> </ul>	during the time of the project implementation
2.6	Other service provider's Workers	The project activities include installing the project visibilities and might involve the procurement of service providers to perform these activities	200	<ul style="list-style-type: none"> <li>● Skilled</li> <li>● Yemenis.</li> <li>● Working casually and informally.</li> <li>● Males.</li> </ul>	during the project implementation including the Additional financing.

## 4. Assessment of Key Potential Labor Risks

24. There main labor related risks are:

- **Discrimination in employment** can occur in the workplace in various ways:
  - Employers may impose requirements that are not necessary for a job but may result in excluding a specific group
  - Female workers might be paid less
  - Selection criteria for training and development may be discriminatory.
  - Termination of employment may disproportionately target older or female workers
  - Project workers may be inappropriately treated or harassed based on their gender, age, disability, ethnicity, or religion.
- **Child Labor.** As indicated by UNICEF<sup>3</sup>, the consequences of child labor are staggering. It can “*result in extreme bodily and mental harm, and even death. It can lead to slavery and sexual or economic exploitation. And in nearly every case, it cuts children off from schooling and health care, restricting their fundamental rights and threatening their futures.*”
- **Sexual Harassment (SH)** is defined as unwelcome sexual advances, requests for sexual favors, and other unwanted verbal or physical conduct of a sexual nature. SH differs from SEA in that it occurs between personnel/staff working on the project, and not between staff and project beneficiaries or communities. The distinction between SEA and SH is important so that agency policies and staff training can include specific instructions on the procedures to report each. Both women and men can experience SH.
- **Workplace related Sexual Exploitation and Abuse (SEA)** is defined as any 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. Sexual abuse is further defined as “the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.” Women, girls, boys and men can experience SEA. In the context of World Bank supported projects, project beneficiaries or members of project-affected communities may experience SEA.
- **Occupational Health and Safety.** The main labor risk associated with the Project is the risk of accidents involving workers, because of the potentially hazardous work environment. The more serious risks include suffocation in confined spaces such as sewers, the collapse of excavations like deep trenching. Other OHS risks include:
  - Exposure to noise and dust, falling objects, and exposure to electrical hazards from the use of tools
  - Working at height
  - Handling solid waste and sludge
  - Exposure to wastewater
  - Exposure to chemicals such as paints, solvents, lubricants, and fuels
  - Traffic accidents
  - Lifting of heavy structures
  - Environmental hazards (snakes, wasps, bees, etc.
  - Welding hazards (fumes, burns and radiation)
- **COVID-19 transmission at worksites.** The inevitable proximity of workers at construction sites, as well as physical exertion and hard breathing are all factors that could increase COVID-19 transmission if precautionary measures are not taken.
- **Security risks.** Various conflicts at the local and national levels have created a challenging security situation. As a consequence, UNOPS only implements activities in low to medium risk portions of the country.

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<sup>3</sup> <https://www.unicef.org/protection/child-labour>

## 5. Overview of Labor Requirements

25. UNOPS and its Implementing Partners will meet ESS2 requirements by relying on the Yemeni Labor Code when appropriate, while also supplementing the requirements spelled out in the Code with sufficient and proportionate additional measures if there is a gap.
26. The following table provides a point-by-point and sequential comparison of ESS2 requirements, with the requirements spelled out in the Yemeni Labour Code (Law 1995/05). It supports the analysis presented in the following sections. A copy of the Yemeni Labour Code is found in Annex 1.

**Table 2. Comparison of ESS2 requirements and requirements under the Yemeni Labor Code Law 95/05**

ESS2 Requirements (Direct quote)	Yemeni Labor Code Requirements Direct quote from ILO translation <sup>4</sup>	
<b>Working Conditions and Management of Worker Relationship (Section A of ESS2)</b>		
<i>Terms and Conditions of Employment</i>		
<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>UNOPS and its Implementing Partners will meet the requirements of the Yemeni Labor Code. The Yemeni Labor Code fulfills ESS2 requirements</p> <p>UNOPS and its Implementing Partners will meet the requirements of the Yemeni Labor Code. The Yemeni Labor Code fulfills ESS2 requirements</p> <p>In addition to the requirements of Article 30 of the Labor Code, UNOPS and its Implementing Partners 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"> <li>• The minimum wage payable to a worker shall not be less than the minimum wage paid by the state administration.</li> <li>• 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</li> </ul>	<p>UNOPS and its Implementing Partners will meet the requirements of the Yemeni Labor Code. The Yemeni Labor Code fulfills ESS2 requirements</p>

<sup>4</sup> All quotes are verbatim from ILO's NATLEX translation of the 1995 Labor Code. <http://arablegislation.smarthostonline.com/Lists/Asset/Attachments/4656/Labour%20Code%20Yemen.pdf>

<b>ESS2 Requirements (Direct quote)</b>	<b>Yemeni Labor Code Requirements Direct quote from ILO translation<sup>4</sup></b>	
	<p>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"> <li>• one-and-a-half hours' basic wages per hour of overtime on normal working days;</li> <li>• 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.</li> </ul> <p><i>Article 57</i></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> </ul> <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>	

<b>ESS2 Requirements (Direct quote)</b>	<b>Yemeni Labor Code Requirements Direct quote from ILO translation<sup>4</sup></b>	
	<p><i>Article 60</i></p> <p>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.</p> <p><i>Article 61</i></p> <p>Wages and other entitlements due to workers shall be paid in legal currency, on a working day and at the workplace:</p> <ul style="list-style-type: none"> <li>• 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;</li> <li>• 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.</li> <li>• at least once a week in respect of workers whose remuneration is calculated on an hourly, daily or weekly basis,</li> <li>• as agreed between the two parties in respect of workers remunerated on the basis of production or piece rates.</li> </ul> <p><i>Article 62</i></p> <p>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.</p> <p><i>Article 65</i></p> <p>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.</p> <p><i>Article 66</i></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Employers shall be deemed to have discharged their obligation to pay a worker's wages only after the worker has signed or</li> </ul>	

<b>ESS2 Requirements (Direct quote)</b>	<b>Yemeni Labor Code Requirements Direct quote from ILO translation<sup>4</sup></b>	
	<p>finger-printed the document showing his wage entitlements and annexes thereto, whether or not these are mentioned in the signed documents.</p> <p><i>Article 67</i></p> <ul style="list-style-type: none"> <li>• Women shall be entitled to wages equal to those of men if they perform the same work under the same conditions and specifications.</li> <li>• Employers shall pay equal wages to Yemenis and non-Yemenis if their working conditions, qualifications, experience and competence are equal.</li> </ul> <p><i>Article 68</i></p> <p>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></p> <p>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></p> <p>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>	
<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>	<p><i>Article 63</i></p> <p>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></p> <p>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</p>	<p>UNOPS and its Implementing Partners will meet the requirements of the Yemeni Labor Code. The Yemeni Labor Code fulfills ESS2 requirements</p>

<b>ESS2 Requirements (Direct quote)</b>	<b>Yemeni Labor Code Requirements Direct quote from ILO translation<sup>4</sup></b>	
	<p>his employer by reason of a shortcoming or negligence shall not exceed 25 per cent of his basic wages.</p>	
<p>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>	<p><b>Working Hours</b> <i>Article 71</i></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Official working hours during the month of Ramadhan shall not exceed six hours per day or 36 hours per week.</li> <li>• 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.</li> <li>• 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.</li> </ul> <p><i>Article 73</i></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> </ul> <p><i>Article 74</i></p> <ul style="list-style-type: none"> <li>• 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.</li> </ul>	<p>UNOPS and its Implementing Partners will meet the requirements of the Yemeni Labor Code. The Yemeni Labor Code fulfills ESS2 requirements</p>

<b>ESS2 Requirements (Direct quote)</b>	<b>Yemeni Labor Code Requirements Direct quote from ILO translation<sup>4</sup></b>	
	<ul style="list-style-type: none"> <li>• Working hours, whether normal or overtime shall not exceed 12 hours per day.</li> </ul> <p><i>Article 75</i></p> <ul style="list-style-type: none"> <li>• 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"> <li>○ one-and-a-half times for overtime on normal working days;</li> <li>○ double time for overtime night work.</li> </ul> </li> <li>• 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.</li> </ul> <p><i>Article 76</i></p> <p>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></p> <p>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><b>Leave</b></p> <p><i>Article 78</i></p> <p>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"> <li>• 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.</li> <li>• Official holidays and days off falling within a worker's period of leave shall not be counted as part of his annual leave.</li> <li>• Leave granted to a worker from his annual leave entitlement shall not be less than two days at a time.</li> </ul>	

<b>ESS2 Requirements (Direct quote)</b>	<b>Yemeni Labor Code Requirements Direct quote from ILO translation<sup>4</sup></b>	
	<ul style="list-style-type: none"> <li>• 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.</li> <li>• Any more favourable conditions concerning worker's leave entitlements and rates shall continue in force.</li> <li>• No worker shall waive his annual leave in consideration of financial compensation.</li> <li>• Rates of entitlement to leave may, by order of the Minister, be increased for certain occupations and categories of workers.</li> </ul> <p><b>Sick Leave</b></p> <p><i>Article 80</i></p> <ul style="list-style-type: none"> <li>• 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"> <li>○ sick leave with full pay for the first and second months of sickness;</li> <li>○ sick leave with 85 per cent of wages for the third and fourth months of sickness;</li> <li>○ sick leave with 75 per cent of wages for the fifth and sixth months of sickness;</li> <li>○ sick leave with 50 per cent of wages for the seventh and eighth months of sickness.</li> </ul> </li> <li>• 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.</li> <li>• Any period a worker spends in hospital for treatment shall be considered as sick leave.</li> </ul> <p><i>Article 81</i></p> <ul style="list-style-type: none"> <li>• Sick leave shall be granted on the following conditions:               <ul style="list-style-type: none"> <li>○ 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;</li> </ul> </li> </ul>	

<b>ESS2 Requirements (Direct quote)</b>	<b>Yemeni Labor Code Requirements Direct quote from ILO translation<sup>4</sup></b>	
	<ul style="list-style-type: none"> <li>○ 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;</li> <li>○ 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.</li> <li>• 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.</li> </ul> <p><i>Article 82</i></p> <ul style="list-style-type: none"> <li>• 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;</li> <li>• Annual leave interrupted by sick leave approved in accordance with the provisions of the previous paragraph shall resume thereafter.</li> <li>• The employer may request a medical authority or his appointed doctor to certify such sick leave if it exceeds ten days.</li> </ul> <p><i>Article 83</i></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> </ul> <p><b>Leave with or without pay</b></p> <p><i>Article 84</i></p> <p>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>	

<b>ESS2 Requirements (Direct quote)</b>	<b>Yemeni Labor Code Requirements Direct quote from ILO translation<sup>4</sup></b>	
	<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><i>Paragraph 12</i> 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><i>Article 38</i> 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>UNOPS and its Implementing Partners will meet the requirements of the Yemeni Labor Code. The Yemeni Labor Code fulfills ESS2 requirements</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><i>Article 39</i> 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> Should the contract of employment be terminated by the expiry of its specified term while negotiations are being conducted to renew or extend it,</p>	<p>UNOPS and its Implementing Partners will meet the requirements of the Yemeni Labor Code. The Yemeni Labor Code fulfills ESS2 requirements</p>

<b>ESS2 Requirements (Direct quote)</b>	<b>Yemeni Labor Code Requirements Direct quote from ILO translation<sup>4</sup></b>	
<p>Where payments are made for the benefit of project workers, project workers will be provided with evidence of such payments.</p>	<p>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>There is no Yemeni equivalent to this requirement.</p>
<p><b><i>Nondiscrimination and Equal Opportunity</i></b></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 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><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><b>Yemeni Law does not include any provision</b></p>	<p>UNOPS and its Implementing Partners will meet the requirements of the Yemeni Labor Code. The Yemeni Labor Code fulfills ESS2 requirements</p> <p>UNOPS and its Implementing Partners will require all workers to sign a Code of Conduct</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><b>Yemeni Law does not include any provision</b></p>	<p>No Action Required</p>
<p><i>Paragraph 15</i></p>	<p><i>Article 43</i></p>	

<b>ESS2 Requirements (Direct quote)</b>	<b>Yemени Labor Code Requirements Direct quote from ILO translation<sup>4</sup></b>	
<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>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> </ul> <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)<sup>5</sup></i></p> <ul style="list-style-type: none"> <li>• A pregnant worker shall have the right to maternity leave with full pay for 70 days.</li> <li>• A pregnant woman shall not, under any circumstances, be employed during her maternity leave.</li> <li>• 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"> <li>○ If her labor (delivery) was difficult, as certified by a medical certificate</li> <li>○ If she gives birth to twins</li> </ul> </li> <li>• The working woman shall never be dismissed from her job during her maternity leave"</li> </ul> <p><i>Article 46</i></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> </ul>	<p>UNOPS and its Implementing Partners will meet the requirements of the Yemeni Labor Code. The Yemeni Labor Code fulfills ESS2 requirements</p>

<sup>5</sup> From the ILO NATLEX database: [https://www.ilo.org/dyn/natlex/natlex4.detail?p\\_lang=en&p\\_isn=93409](https://www.ilo.org/dyn/natlex/natlex4.detail?p_lang=en&p_isn=93409)

ESS2 Requirements (Direct quote)	Yemeni Labor Code Requirements Direct quote from ILO translation <sup>4</sup>	
	<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>	
<b>Worker's Organizations</b>		
<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>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 151</i></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> </ul> <p><b>Not relevant given article 151</b></p> <p><i>Article 152</i></p> <p>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>UNOPS and its Implementing Partners will meet the requirements of the Yemeni Labor Code. The Yemeni Labor Code fulfills ESS2 requirements</p> <p>UNOPS and its Implementing Partners will meet the requirements of the Yemeni Labor Code. The Yemeni Labor Code fulfills ESS2 requirements</p>
<b>Protecting the Work Force (Section B of ESS2)</b>		
<b>Child Labor and Minimum Age</b>		
<p><i>Paragraph 17</i></p> <p>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 51</i></p> <p>Employers employing young persons shall:</p> <ul style="list-style-type: none"> <li>• 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;</li> </ul>	<p><b>The Project will not employ anyone under the age of 18.</b></p> <ul style="list-style-type: none"> <li>• UNOPS and its Implementing Partners will require all contractors and consultants to</li> </ul>

<b>ESS2 Requirements (Direct quote)</b>	<b>Yemeni Labor Code Requirements Direct quote from ILO translation<sup>4</sup></b>	
	<ul style="list-style-type: none"> <li>• have them undergo a preliminary medical examination and regular examinations whenever necessary to ensure their medical fitness and keep a medical record for each young person containing all the information related to their medical history;</li> <li>• post in a visible place the regulations governing the employment of young persons.</li> </ul>	<p>verify official documentation for all workers, such as a birth certificate, national identification card, passport, or medical or school record.</p> <ul style="list-style-type: none"> <li>• 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.</li> </ul>
<p><i>Paragraph 18</i></p> <p>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:</p> <p>(a) the work does not fall within paragraph 19 below;</p> <p>(b) an appropriate risk assessment is conducted prior to the work commencing; and (c) the Borrower conducts regular monitoring of health, working conditions, hours of work and the other requirement of this ESS.</p>		<p><b>The Project will not employ anyone under the age of 18.</b></p>
<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><b>The Project will not employ anyone under the age of 18.</b></p>
<p><b><i>Forced Labor</i></b></p>		
<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</p>	<p><b>Yemeni Law does not include any provision</b></p>	<p>UNOPS and its Implementing Partners will ban all forms of forced labor under the Project</p>

<b>ESS2 Requirements (Direct quote)</b>	<b>Yemeni Labor Code Requirements Direct quote from ILO translation<sup>4</sup></b>	
compulsory labor, such as indentured labor, bonded labor, or similar labor-contracting arrangements. No trafficked persons will be employed in connection with the project.		
<b>Grievance Mechanism (Section C of ESS2)</b>		
<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 place to make the grievance mechanism easily accessible to all such project workers.</p>	<p><b>Yemeni Law does not include any provision</b></p>	<p>UNOPS and its Implementing Partners will apply ESS2 requirements</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><b>Yemeni Law does not include any provision</b></p>	<p>UNOPS and its Implementing Partners 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><b>Yemeni Law does not include any provision</b></p>	
<b>Occupational Health and Safety (OHS) (Section D of ESS2)</b>		

<b>ESS2 Requirements (Direct quote)</b>	<b>Yemeni Labor Code Requirements Direct quote from ILO translation<sup>4</sup></b>	
<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 EHSGs and, as appropriate, the industry-specific EHSGs 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"> <li>• Workplace health and safety conditions shall be maintained in conformity with occupational safety and health requirements.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• The necessary precautions shall be taken against natural hazards and damage, including health, humidity and cold.</li> <li>• 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.</li> <li>• Easily accessible lavatories and wash-rooms shall be provided, and separate lavatories and wash-rooms shall be provided for women workers if women are employed on the premises.</li> <li>• An adequate and easily accessible supply of drinking water shall be provided for the worker's use.</li> <li>• 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.</li> </ul>	<p>In addition to meeting the requirements of Chapter IX of the Labor Code, UNOPS and its Implementing Partners will require contractors to meet the Project ESHS requirements that are annexed to the Project ESMF. These cover all of the issues raised in Paragraph 24 of ESS2</p>

<b>ESS2 Requirements (Direct quote)</b>	<b>Yemeni Labor Code Requirements Direct quote from ILO translation<sup>4</sup></b>	
	<ul style="list-style-type: none"> <li>• 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.</li> </ul>	
<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"> <li>• The employer shall: <ul style="list-style-type: none"> <li>○ advise and inform workers, before their engagement, on work-related and occupational hazards and on the preventive procedures which must be observed at work;</li> <li>○ provide continuous guidance to workers and control their observance of occupational safety and health;</li> <li>○ 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;</li> <li>○ increase worker's awareness of occupational safety and health protection and make them participate in training courses and seminars on these matters.....</li> </ul> </li> </ul>	<p>In addition to meeting the requirements of Article 118 of the Labor Code, UNOPS and its Implementing Partners will require contractors to meet the Project ESHS requirements that are annexed to the Project ESMF. These cover all of the issues raised in Paragraph 25 of ESS2</p>
<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><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"> <li>• the provision of protective devices, equipment and clothing to protect workers from exposure to occupational injuries and diseases;</li> <li>• 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.</li> <li>• expenses incurred on account of workers' medical examinations, regular or otherwise, as necessitated by occupational safety and health requirements;</li> <li>• the provision of first aid equipment at the workplace.</li> </ul>	<p>In addition to meeting the requirements of Article 115 of the Labor Code, UNOPS and its Implementing Partners will require contractors to meet the Project ESHS requirements that are annexed to the Project ESMF. These cover all of the issues raised in Paragraph 26 of ESS2</p>
<p><i>Paragraph 27</i></p>		

<b>ESS2 Requirements (Direct quote)</b>	<b>Yemeni Labor Code Requirements Direct quote from ILO translation<sup>4</sup></b>	
<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><b>Yemeni Law does not include any provision</b></p>	<p>UNOPS and its Implementing Partners will require contractors to meet the Project ESHS requirements that are annexed to the Project ESMF. These cover all of the issues raised in Paragraph 27 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 services that accommodate their physical, social and cultural needs.</p>	<p><i>Article 114</i></p> <ul style="list-style-type: none"> <li>• ....</li> <li>• Easily accessible lavatories and wash-rooms shall be provided, and separate lavatories and wash-rooms shall be provided for women workers if women are employed on the premises.</li> <li>• ....</li> </ul>	<p>In addition to the relevant clause from Article 114 of the Labor Code, UNOPS and its Implementing Partners will require contractors to meet the Project ESHS requirements that are annexed to the Project ESMF. These cover all of the issues raised in Paragraph 28 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><b>Yemeni Law does not include any provision</b></p>	<p>UNOPS and its Implementing Partners will require contractors to meet the Project ESHS requirements that are annexed to the Project ESMF. These cover all of the issues raised in Paragraph 29 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><b>Yemeni Law does not include any provision</b></p>	<p>UNOPS and its Implementing Partners meet the Project ESHS requirements that are annexed to the Project ESMF. These cover all of the issues raised in Paragraph 30 of ESS2</p>
<p><b>Contracted Workers (Section E of ESS2)</b></p>		

<b>ESS2 Requirements (Direct quote)</b>	<b>Yemeni Labor Code Requirements Direct quote from ILO translation<sup>4</sup></b>	
<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><b>Yemeni Law does not include any provision</b></p>	<p>UNOPS and its Implementing Partners will apply ESS2 requirements</p>
<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>	<p><b>Yemeni Law does not include any provision</b></p>	<p>UNOPS and its Implementing Partners will apply ESS2 requirements</p>
<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>	<p><b>Yemeni Law does not include any provision</b></p>	<p>UNOPS and its Implementing Partners will apply ESS2 requirements</p>
<p><b>Primary Supply Workers (Section G of ESS2)</b></p>		
<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>	<p><b>Yemeni Law does not include any provision</b></p>	<p>UNOPS and its Implementing Partners will apply ESS2 requirements</p>
<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</p>	<p><b>Yemeni Law does not include any provision</b></p>	<p>UNOPS and its Implementing Partners will apply ESS2 requirements</p>

<b>ESS2 Requirements (Direct quote)</b>	<b>Yemeni Labor Code Requirements Direct quote from ILO translation<sup>4</sup></b>	
<p>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>		
<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><b>Yemeni Law does not include any provision</b></p>	<p>UNOPS and its Implementing Partners 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><b>Yemeni Law does not include any provision</b></p>	<p>UNOPS and its Implementing Partners will apply ESS2 requirements</p>

## 5.1 Working Conditions and Management of Worker Relationship

### *Terms and Conditions of Employment (paragraphs 10-12 of ESS2)*

27. Paragraphs 10-12 of ESS2 cover issues such as: (i) contract terms and conditions; (ii) wages and deductions; (iii) working hours; (iv) overtime; (v) rest breaks; and (vi) leave. The Yemeni Labor Code fulfills ESS2 requirements on these issues. As a consequence, **UNOPS and its Implementing Partners will apply the Yemeni labor requirements for all direct and contracted workers under the Project.** The only exception is linked to the last sentence in Paragraph 10 of ESS2:

*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.*

### **Yemen Labor Law-Working at night**

1. 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.

2. 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.

3. 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.

4. All OHS arrangements for working at night have to be applied.

### **Law No. 25 of 1991 concerning Insurances and Pensions.**

The Third Chapter: The Financial Provisions for the Injured Person

Article (43): If the insured party service has come to an end with death or entire permanent disability as a result of work and that was approved, the pension salary shall be installed with (100%) of last total wage (basic salary + allowances) whatever the actual service period was, in addition to a cash compensation equal (39,000) Rials to be paid in one payment for the injured or his dependents after him.

Article (44): If the injury applied as a result a partial permanent disability, the Authority shall pay for the injured person a cash compensation in one payment equal to the percentage of that disability of the entire permanent disability compensation.

Article (45): The percentage of the disability shall be estimated in accordance with what is specified in the attached table no. (1) of this law.

Article (46): For the purpose of the cash compensation amount for the work-related injuries, the value of compensation of the death or the total permanent disability shall be evaluated with an amount (39,000) Rials in condition that the employer contributions was paid in work-related injuries insurance specified in this law.

Article (47): It may with a resolution from the Prime Minister after the Ministers Council approval in accordance with the Minister application and Minister of Health to amend table of specification and evaluation of the grade of disability no. (1) and table of occupational illnesses no. (2) attached to this law.

28. **UNOPS and its Implementing Partners will ensure that information and documentation is provided to workers if there is any material change to the terms or conditions of employment.**

29. **Permanent project staff will have individual agreements** (labor contract or service contract) with fixed monthly wage rates. All the recruiting procedures will be documented and records kept in accordance to Yemeni labor requirements. The following measures will be monitored by UNOPS and its Implementing Partners, to ensure fair treatment of all employees:

- Recruitment procedures will be transparent, public and non-discriminatory, and open with respect to ethnicity, religion, sexuality, disability or gender;
  - Clear job descriptions will be provided in advance of recruitment and will explain the skills required for each post;
  - All workers will have written contracts describing terms and conditions of work and will have the contents explained to them. Workers will sign the employment contract;
  - Employees will be informed at least two months before their expected release date of the coming termination;
  - Depending on the origin of the employer and employee, employment terms and conditions will be communicated in a language that is understandable to both parties;
  - In addition to written documentation, an oral explanation of conditions and terms of employment will be provided to workers who may have difficulty understanding the documentation.
30. **Terms and conditions of workers recruited by contractors, including part-time workers, will be determined by their individual contracts.** Contractors must provide the workers with the following information:
- Their terms and conditions of employment including hours of work, wages, overtime, compensation and benefits, holidays, leaves, etc.;
  - Adequate periods of rest per week, annual holiday and sick leave, as required by national law;
  - Non-Discrimination and Equal Opportunity in the project;
  - Measures to prevent GBV and SEA in accordance to the ESF;
  - Ban the use or support of child, forced or compulsory labor;
  - Signed contracts with clear terms as per the Yemeni Labor Code.

***Nondiscrimination and Equal Opportunity (paragraphs 13-15 of ESS2)***

31. UNOPS and its Implementing Partners will require that the employment of all project workers be based on the principles of non-discrimination and equal opportunity. There will be no discrimination with respect to any aspects of the employment relationship, including recruitment, compensation, working conditions and terms of employment, access to training, promotion, or termination of employment.
32. UNOPS and its Implementing Partners will rely on the relevant provisions of the Yemeni Labor Code where these match ESS2 requirement, most particular Article 42 regarding the equal employment confections for women, and Articles 43-47 defining special measures to address the vulnerabilities of women workers.
33. UNOPS and its Implementing Partners will meet the requirements in paragraph 13 of ESS2 regarding workplace harassment, intimidation and/or exploitation, including sexual exploitation and abuse (SEA) and sexual harassment (SH), by requiring all direct and contracted workers to sign the Code of Conduct that is part of the Project's ESHS requirement for contractors (Annex 2; also Annex 5 of the Project ESMF).

***Worker's Organizations (paragraph 16 of ESS2)***

34. The Labor Code states that

*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.*

35. As indicated in Paragraph 16 of ESS2, **UNOPS and its Implementing Partners will apply the Labor Code with regards to worker organizations**, most particularly the provisions regarding the settlement of labor disputes.

## 5.2 Protecting the Work Force

### *Child Labor and Minimum Age (paragraphs 17-18 of ESS2)*

The Project will not employ persons under the age of 18. UNOPS and its Implementing Partners will require all contractors and consultants to verify the identity and age of all workers, using documentation 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.

### *Forced Labor (paragraph 20 of ESS2)*

36. There is no provision prohibiting forced labor in the Labor Code.

37. **UNOPS and its Implementing Partners will ban all forms of forced labor under the Project.** A provision regarding forced labor is included in the ESHS requirements for contractors (Annex 2)

## 5.3 Grievance Mechanism (paragraphs 21-23 of ESS2)

38. UNOPS and Implementing Partners will ensure that a grievance mechanism is provided for all direct and contracted workers to raise workplace concerns. UNOPS and its Implementing Partners will ensure that all such workers are informed of the grievance mechanism at the time of recruitment, and that the grievance mechanism is easily accessible to all Project workers.

39. The GMs for 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<sup>6</sup>:

- *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.

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<sup>6</sup> These principles are included in the ESHS requirements for contractors. They are based on Annex D of the Guidance Note for Performance Standard 2.

- *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.
40. The GMs for workers shall be distinct from the Project level Grievance Mechanism for affected individuals and communities that is detailed in the Project 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 labor related grievances, without escalating to higher stages.
41. Sexual abuse, exploitation and harassment complaints by survivors might either be addressed through the GMs for workers, or through the Project GM, as described in the Project GBV/SEA/SH Prevention and Response Action Plan specific to Component 2 of the project, which emphasizes on the following reporting protocol measures:
- A strong SEA/SH reporting Protocol will ensure timely and safe reporting of SEA/SH incidents. Beneficiaries and communities should be informed of the availability of varying channels of reporting for allegations related to SEA/SH. This will be made explicit in all community awareness sessions, as well as be part of the publicly disclosed information.
  - Appointment of SEA/SH Focal points at sub-project level. UNOPS in collaboration with the two IPs will ensure that an SEA focal point is designated for all sub-projects. The SEA Focal points will be the designated person to adequately refer SEA/SH complaints, if received directly and outside of the GM. They will have specific responsibilities and will be trained on SEA/SH mechanisms. The UNOPS GBV officer will identify specific responsibilities and train the SEA Focal Points on SEA/SH mechanisms.
  - Cases of SEA/SH can be reported through the Project GM, SEA focal points, or through the grievance mechanisms of any other humanitarian agency. The project GM and SEA focal points will ensure appropriate response by 1) providing a safe, non-judgmental and caring environment and respect the confidentiality and wishes of the survivor; 2) provide reliable and comprehensive information on the available services and support to survivors of GBV; 3) If the survivor agrees, obtain informed consent and make referrals. If such cases are reported through the Project GM, the GM Operator needs to report the case within 24 hours to the UNOPS Internal Audit and Investigation Group (IAIG) who will then inform the World Bank within 48 hours following informed consent by the survivor. The GM Operator will also inform the survivor about referral pathways and available GBV support services. If such cases are reported through the SEA Focal points at the sub-project level, focal points will report immediately and directly to UNOPS SEA focal point, who will then report to UNOPS IAIG. They will subsequently inform the WB within 48 hours, pending informed consent by the survivor. Additionally, the sub-project level focal point will inform the survivor about referral pathways and available GBV support services.
  - Cases of SH should be reported through the established GM if the incident concerns a direct worker or a worker from a subcontractor. Response options should similarly follow a survivor-centered approach. The implementing partner (IP) or contractor may have in place procedures and processes for managing such cases. If deemed appropriate, those existing systems will be used; if there are gaps or such procedures do not exist, support will be provided to establish them.
  - Staff who receive and/or report allegations who are not a designated SEA focal point must:

- Inform a designated SEA Focal Point or GM operator as soon as possible, preferably with consent of the survivor. If no consent is obtained, the case must still be reported, however without identifying details.
  - Provide accurate information about where to receive assistance e.g., medical/clinical, legal, psychosocial support (address, phone number).
  - Maintain confidentiality of all reported allegations, including the identity of complainant/s and subject/s.
  - If requested, the staff that received the complaint can act as a liaison between the complainant (including his/her family) and those persons conducting any subsequent investigation, ensuring at all stages that the safety, health and legal needs of the complainant are taken into consideration and that he or she is not subject to intimidation as a result of lodging the complaint.
  - If the complaint implicates a staff member of a different organization such as an IP or contractor, the UNOPS PSEA focal point shall be informed within 24 hours and a copy of the incident report subsequently forwarded to the same SEA Focal Point. The UNOPS PSEA focal point will discuss and agree with the IP or contractor on the responsibilities for follow up on the safety, security, health and legal needs.
  - If the complaint is a rumor or the alleged perpetrator (s) affiliation is unknown, the UNOPS PSEA focal point shall be informed within 24 hours and a copy of the incident report subsequently forwarded. The UNOPS PSEA focal point will inform UNOPS IAIG who will assist in assessing the veracity of the rumors or allegations. If an investigation is deemed to be warranted and UNOPS or IPs personnel are suspected to be involved, the matter will be taken forward by UNOPS IAIG.
  - In case the survivor is a child, the consent of parents or guardians should be sought where it is in the best interest of the child and if they are not the perpetrators. All service provider interventions to child survivors must be undertaken with staff trained in child-friendly procedures in regards to the handling of cases. A child survivor should continue to go to school while procedures are on-going and all efforts should be done to ensure her/his protection. In addition to this, all the above reporting and referral procedures should be applied.
42. UNOPS and each of its Implementing Partners (PWP and UW-PMU) shall establish a GM for their respective direct workers that will be supervised by their respective GM focal points (see the Project SEP).
43. As indicated in the ESHS requirements for contractors (Annex 2), UNOPS 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, as part of their Contractor Environmental and Social Management Plan (C-ESMP). 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.
44. UNOPS and its Implementing Partners will ensure that all workers are informed of the grievance mechanism at the time of recruitment, the measures put in place to protect them against any reprisal for its use, processes in place to ensure a safe working environment, and how to report if they feel unsafe.
45. 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 UNOPS or the relevant Implementing Partner 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 complainants or its representative can directly contact the GM Focal Point within UNOPS or the Partner Institutions directly to follow up on the issue.
46. The GM focal point within UNOPS will review work-related grievances and their resolution on a quarterly basis, across all contractors, and prepare a short summary to be included in the bi-annual

progress report to the World Bank.

#### 5.4 Occupational Health and Safety (paragraphs 24-32 of ESS2)

47. UNOPS and its Implementing Partners will require all contractors to meet the OHS measures that are included in the Project ESHS requirements, which are derived from the General Environmental Health and Safety Guidelines. These requirements go beyond what is included in Chapter IX of the Yemeni Labor Code, most particularly on the requirement to:
- Put in place workplace processes 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 (paragraph 27 of ESS2).
  - Collaborate with other contractors in applying health and safety requirements, when workers from more than one contractor are working together in one location, without prejudice to the responsibility of each party for the health and safety of its own workers (paragraph 29 of ESS2).
48. The ESHS requirements also require that all contracted workers and subcontractors have received adequate training and information prior to commencement of new assignments, regarding work hazards and protection of their health from hazardous ambient factors that may be present.
49. UNOPS and its Implementing Partners will also establish and maintain a system for regular review of occupational safety and health performance and the working environment, including the identification of safety and health hazards and risks, the implementation of effective methods for responding to identified hazards and risks, setting priorities for taking action, and the evaluation of results (paragraph 30 of ESS2).

#### 5.5 Contracted Workers<sup>7</sup> (paragraphs 31-33 of ESS2)

50. UNOPS and its Implementing Partners will use their own procurement procedures for solicitations and contracts. They will ensure that bidding contractors are legitimate and licensed according to the Yemeni Labor Code. During the process of selecting contractors who will engage contracted workers, UNOPS and its Implementing Partners may review the following information:
- Business licenses, registrations, permits, and approvals;
  - Records of safety and health violations, and responses;
  - Documents relating to a labor management system, including OHS issues;
  - Workers' certifications/permits/training to perform required work;
  - Accident and fatality records and notifications to authorities;
  - Proof of workers' experience and enrollment in related projects;
  - Worker payroll records, including hours worked and pay received;
  - Enrollment of safety members and records of meetings
  - Copies of previous contracts, showing inclusion of provisions and terms reflecting ESS2.
51. UNOPS and its Implementing Partners will ensure that the management of environmental, health, safety, and social risks (**including labor related risks**) are an integral part of their contract management, particularly works contracts. Minimum requirements applicable to contractors regarding these risks are detailed in the standardized Environmental, Social, Health, and Safety requirements (ESHHS, see Annex 5 of the ESMF)<sup>8</sup>, including a Code of Conduct. The purpose of the Code of Conduct is to commit all persons engaged by the contractor, including subcontractors and suppliers, to acceptable standards of behavior. Signature of the Code confirms that:

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<sup>7</sup> This section is called **10. Contractor Management** in the LMP Template

<sup>8</sup> Some of the ESHS requirements might not become relevant during Project implementation, for example the requirements for the management of worker camps or labor influx

- They have received a copy of the Code of Conduct as part of their contract
  - The Code of Conduct was explained to them as part of induction process
  - They acknowledged that adherence to this Code of Conduct is a mandatory condition of employment
  - Understand that violations of the Code of Conduct can result in serious consequences, up to and including dismissal, or referral to legal authorities.
52. These ESHS requirements meet the national labor requirements, as well as the requirements of ESS2, and ESS4. In particular, the Occupational Health and Safety measures in the ESHS include: (a) the identification of potential hazards to project workers, particularly those that may be life threatening; (b) the 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.
53. UNOPS and its Implementing Partners shall:
- Include the ESHS requirements in request for proposals (RFPs) for all construction activities. Mention of UNOPS' Environmental Management and Health and Safety Guidelines in RFPs is optional, as an indication of the environmental and social performance expected from contractors.
  - Request that bidders prepare a Preliminary Environmental and Social Plan (PESP)<sup>9</sup> as part of their tenders, outlining the principles and the methodology that they will use to meet ESHS requirements, and that they include the full cost of all the actions necessary to meet ESHS requirements in their submissions.
  - Assess the quality of the PESP, as well as past environmental and social performance, and capacity to meet ESHS requirements, when selecting contractors.
  - Include the ESHS in all contracts, as special technical clauses, and also incorporate any additional requirements indicated in the subproject.<sup>10</sup>
  - Require selected contractors to prepare and submit to UNOPS a Contractor-ESMP (C-ESMP), detailing how they will operationalize ESHS requirements, including procedures and staffing.
  - Review and approve the C-ESMP before the start of work
  - Require that Contractors implement their respective C-ESMPs, and monitor their performance in doing so.
54. UNOPS and its Implementing Partners shall provide sufficient training and orientation to contractors at different stages of awarding and implementation of the Project, to ensure their full understanding and compliance with the ESHS requirements.
55. UNOPS shall ensure that the application of ESHS requirements is proportional to the scope of the contract, the number of employees involved, and the level of risk. Whereas, an abbreviated C-ESMP might be sufficient for a contract involving 3 employees to repair a leaking water supply line, a full C-ESMP will necessary to replace a city's sewers, an activity that could involve several teams over several months.
56. UNOPS and its Implementing Partners shall monitor the performance of contractors in relation to their contracted workers, focusing on compliance with their contractual agreements (obligations, representations, and warranties). Contractor's labor management reports shall include: (a) a representative sample of employment contracts; (b) records relating to grievances received and their resolution; (c) reports relating to safety inspections, including fatalities and incidents and implementation of corrective actions; (d) records relating to incidents of noncompliance with national law; and (e) records of training provided for contracted workers to explain the standardized Environmental and Social Clauses.

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<sup>9</sup> The PESP will indicate that the bidder understands the requirements and has a strategy to satisfy them.

<sup>10</sup> This is the practice that UNOPS has been following for the Yemen Integrated Urban Services Emergency Project (YIUSEP; P164190).

57. More broadly, UNOPS shall conduct regular supervision checkups to monitor and ensure the compliance of contractors with their respective C-ESMP.

#### ***Environmental and Social Liabilities of Contractors***

58. UNOPS will hold Contractors financially accountable for their Environmental and social performance, as well as any environmental or social damage or prejudice caused by their staff, by including the following measures in bidding documents and contracts:

- Mitigation measures to be included in the contract will be specified in the subproject ESMP prepared by UNOPS and its Implementing Partners
- Deductions for environmental noncompliance will be added as a clause in the Bill of Quantities (BOQ) section
- Environmental penalties shall be calculated and deducted in each submitted invoice
- Any impact that is not properly mitigated will be the object of an environmental/social notice by UNOPS or its Implementing Partner
- For minor infringements and social complaints, an incident which causes temporary but reversible damage, the contractor will be given a notice to remedy the problem and restore the environment. No further actions will be taken if the Project engineer confirms that restoration is done satisfactorily.
- For social notices, the Project engineer will alert the contractor to remedy the social impact and to follow the issue until solved. If the contractor does not comply with the remediation request, work will be stopped and considered under no excused delay
- If the contractor hasn't remedied the environmental impact during the allotted time, the Project engineer will stop the work and give the contractor a notification indicating a financial penalty according to the non-complied mitigation measure that was specified in the bidding document.
- No further actions will be required if the Project engineer sees that restoration is done satisfactorily. Otherwise, if Contractor hasn't remedied the situation within one day any additional days of stopping work will be considered no excused delay
- Environmental notifications issued by the Project engineer might include one or more environmental penalty
- In the event of repeated noncompliance totaling 5% of the contract value, the Project Engineer will bring the environmental and social notices and the deduction history to UNOPS procurement in order to take legal action.

#### **5.6 Primary Supply Workers (Paragraphs 39 to 42 of ESS2)**

59. Production of construction materials, such as quarry, is a sector known with child labor risks and OHS risks. "The primary suppliers of materials to the Project, including parts and equipment and construction materials, shall be local companies and formal businesses. Selection of primary suppliers: When sourcing construction materials from primary suppliers, the contractor will require such suppliers to identify/assess the risk of child labor/force labor and serious safety risks in producing the construction materials. UNOPS or the concerned Implementing Partner will review and approve the purchase of primary supplies from the suppliers following such risk identification/assessment and any other relevant due diligence (such as the review of license for quarries). Where appropriate, the contractor will be required to include specific requirements on child labor/forced labor and work safety issues in all purchase orders and contracts with primary suppliers

Remedial process: If child labor/forced labor and/or serious safety incidents are identified in relation to primary supply workers, UNOPS or the concerned Implementing Partners 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, UNOPS or the concerned Implementing Partner will, within a reasonable period, shift the project's primary suppliers to suppliers that can demonstrate that they are meeting the relevant requirements.

## 6. Responsible Staff

### 6.1 UNOPS and Implementing Partners

60. With the support of UNOPS project manager, city and sites engineers, UNOPS' Environmental and Social Safeguards team (8 members) and ESSOs in the Implementing Partners will oversee and guide all labor-related aspects of the Project. They will coordinate on a daily basis the project activities including relations with direct employees, contractors and suppliers. More specifically the staff member will be responsible for the following:

- Implementing the Project's Labor Management Procedures;
- Ensuring that contractors comply with this labor management procedure;
- Monitoring to verify that contractors are meeting labor and OHS obligations toward contracted and subcontracted workers as required by Yemeni legislation and ESS2;
- Monitoring the implementation of labor management procedures by contractors and subcontractors;
- Monitoring compliance with occupational health and safety standards at all workplaces in line with the national occupational health and safety legislation;
- Monitoring and implement training on LMP and OHS for project workers;
- Ensuring that the grievance redress mechanism for project workers is established and implemented and that workers are informed of its purpose and how to use it;
- Have a system for regular monitoring and reporting on labor and occupational safety and health performance;
- Monitoring implementation of the Worker Code of Conduct.
- The Contractors and Consultants will be responsible for the following:
  - Obey requirements of the national legislation and this labor management procedure;
  - Maintain records of recruitment and employment process of contracted workers;
  - Communicate clearly job description and employment conditions to contracted workers;
  - Have a system for regular review and reporting on labor, and occupational safety and health performance.
- Assign a Safety Officer who is responsible for ESHS issues

61. UNOPS will ensure that its ESSO and those of the Implementing Partners are sufficiently qualified and trained to address labor related issues. Additional personnel may be recruited by UNOPS and its implementing partners to effectively manage the additional financing to the parent project

### 6.2 Contractors

62. Contractors will be responsible for:

- Preparation of C-ESMP
- Age verification to avoid child labor
- Enforcement of the Code of Conduct to manage GBV risks among contracted workers
- Emergency incidents/accidents reporting to UNOPS and WB
- Training and awareness raising of contracted workers

### 6.3 Third Party Monitoring

63. Environmental and social risk management aspects, including labor, are also part of the scope of the Third-Party Monitoring (TPM) services contracted by UNOPS specific to Component 2 of the project. The TPM will report on the compliance with World Bank requirements and on the implementation of environmental and social mitigation measures, including the Labor Management Procedures. Since UNOPS has already recruited a TPM agent for the parent project (YEHCP-Component2), UNOPS will need to amend the TPM contract to account for the additional financing to the parent project and the increased number of sub-projects in target cities.

Annex 1. Labour Code, Act No. 5 of 1995  
(Unofficial translation by the International Labour Office)

CHAPTER I. GENERAL PROVISIONS

CHAPTER II. RULES ON EMPLOYMENT

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*Part I. Wages*

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*Part I. Duties*

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CHAPTER XII. LABOUR DISPUTES AND LEGITIMATE STRIKES

*Part I. Settlement of labour disputes*

*Part II. Legitimate strikes*

CHAPTER XIII. WORKERS' AND EMPLOYERS' ORGANIZATIONS

CHAPTER XIV. PENALTIES

CHAPTER XV. FINAL PROVISIONS

## Chapter I. General Provisions

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### Article 1

*This Act shall be called the Labour Code.*

### Article 2

*For the purposes of the provisions of this Code the following terms and expressions shall, unless the context requires otherwise, have the meanings assigned to them below:*

- **"the Republic"**: the Republic of Yemen;
- **"the Ministry"**: the Ministry of Social Security, Social Affairs and Labour;
- **"the Minister"**: the Minister of Social Security, Social Affairs and Labour;
- **"the competent Minister"**: the Minister whose competence covers the activities of a given employer;
- **"the Arbitration Committees"**: Arbitration Committees established in the capital and in each of the governorate of the Republic to settle labour disputes;
- **"the representatives of employers"**: the General Federation of Chambers of Commerce and Industry;
- **"the representatives of workers"**: the General Federation of Trade Unions or the general union concerned;
- **"the general union"**: the trade union concerned;
- **"trade union committee"**: trade union committee elected at the workplace;
- **"employer"**: any natural or legal person employing one or more workers in return for wages in any sector of activity subject to the provisions of this Code;
- **"worker"**: any man, woman or young person working for an employer, under his supervision even if not within his sight, in consideration of a wage, under a written or unwritten contract of employment;
- **"basic wage"**: the payment made by the employer to the worker in consideration of his work, whether in cash or in kind which may be evaluated in currency, excluding any entitlements other than the basic wage;
- **"full wage"**: the payment made by the employer to the worker in consideration of his work, whether in cash or in kind which may be evaluated in currency, including all entitlements of any kind;
- **"work"**: any effort exerted by the worker (intellectual or physical or both) in return for remuneration, irrespective of whether such work is permanent or temporary;
- **"casual work"**: any job which is not part of the activity of an employer and whose completion does not require more than four months;
- **"seasonal work"**: any work which, by virtue of its nature or circumstances is carried out at fixed seasons of the year and whose duration does not exceed six consecutive months;
- **"young person"**: any male or female person under 15 years of age;
- **"temporary work"**: a job which, by nature, is completed within a limited period or which, being related to a specific job, ends when that job is completed.

### Article 3

1. *The provisions of this Code shall apply to all employers and workers except those covered by a special provision of this Code;*
2. *The provisions of this Code shall not apply to the following categories:*
  - (a) *employees of the state administration and the public sector;*
  - (b) *officers of the judiciary and the diplomatic and consular corps;*
  - (c) *staff of military and security establishments;*
  - (d) *foreigners seconded to work with the State;*
  - (e) *foreigners working in the Republic under an international Convention to which the Republic is a party, this exemption being subject to the limits set by the Convention in question;*
  - (f) *foreigners holding diplomatic or special passports who have obtained a visa and who work in the Republic subject to the conditions of such political visas as may be issued to*

*them;*

- (g) *casual workers;*
- (h) *persons related to and working with the employer who are effectively his dependents regardless of their degree of kinship;*
- (i) *household servants and workers of equivalent status;*
- (j) *persons employed in agriculture and pastoral work other than:*
  - (i) *persons employed in agricultural corporations, establishments or associations or in enterprises which process or market their own products;*
  - (ii) *persons who, on a permanent basis, operate or repair mechanical equipment required for agriculture or permanent irrigation works;*
  - (iii) *persons working in livestock husbandry.*

#### **Article 4**

*The status of some categories covered by paragraphs 7, 9 and 10 of Article 3 may be regulated in accordance with the provisions of this Code and certain provisions of the Code may be applied to them by order of the Council of Ministers, acting upon a submission by the Minister.*

#### **Article 5**

*Work is a natural right of every citizen and a duty for everyone who is capable of working, on the basis of equal conditions, opportunities, guarantees and rights without discrimination on grounds of sex, age, race, colour, beliefs or language. The State shall, as far as possible, regulate the right to access to work through development planning of the national economy.*

#### **Article 6**

*The provisions of this Code shall represent minimum standards for the rights of workers and conditions of employment. Where special regulations on employment relationships lay down more favourable conditions and guarantees, the most favourable conditions shall apply to the workers, whether those of this Code or those of such special regulations.*

#### **Article 7**

*Employment relationships shall conform to the provisions of this Code on the following basis:*

1. *It shall be forbidden to impair or avoid any workers' rights under a contract of employment in violation of the provisions of this Code.*
2. *The conditions of employment and rights specified in this Code shall apply to workers subject to such more favourable conditions as may be contained in their contract of employment.*
3. *All employment contracts in force at the time of promulgation of this Code shall remain valid provided that they are more favourable for workers and their renewal does not imply any deterioration of the conditions of employment and rights of workers, even where they are not less than the minimum standard of conditions of employment prescribed in this Code.*

#### **Article 8**

*Any amount due to a worker or his beneficiaries under the provisions of this Code shall constitute a priority debt against an indebted employer's movable and immovable property and shall be settled before any other debts including any legal expenses and sums due to the public treasury.*

#### **Article 9**

*For the purposes of the provisions of this Code a calendar year shall be deemed to consist of 365 days and a month, of 30 days, unless otherwise specified.*

#### **Article 10**

*Arabic shall be the language used in all employment relationships, registers and documents in the Republic. It shall be forbidden to plead against a worker with any document written in a foreign language, even if such document were signed by the worker. Where a document is in both Arabic and a foreign language, the Arabic version shall be regarded as authoritative in its interpretation and application.*

#### Article 11

1. *A Labour Council shall be established by order of the Council of Ministers in accordance with a proposal of the Minister. This Council shall be composed of representatives of the Ministry and representatives of workers and employers and shall lay down guidelines and submit recommendations to the Government in relation to the following matters:*
  - (a) *draft labour laws and regulations;*
  - (b) *general policy on wages, incentives and other benefits;*
  - (c) *vocational training and rehabilitation of workers.*
2. *The order of the Council of Ministers shall specify the names of the members of the Labour Council and its rules of procedure.*

## Chapter II. Rules on Employment

#### Article 12

*Upon starting up his business, an employer shall submit to the Ministry or to its competent office the following information:*

1. *the name of his enterprise, its address and the date of its establishment;*
2. *the nature of the work carried on by the enterprise and the number of workers it employs;*
3. *the name of the person responsible for administering the enterprise;*
4. *any other information requested by the Ministry or its competent office.*

#### Article 13

1. *Any person able and willing to work may apply for registration with the Ministry or one of its offices in the district of his residence, indicating his age, occupation, qualifications, previous experience and address. The authority to which the application is submitted shall register it in a special register in numerical sequence as soon as it is received and shall issue the applicant with a receipt indicating the date and time of the application as well as the corresponding registration number and any other necessary information.*
2. *The Ministry and its offices shall propose the candidature of persons registered with them for jobs suited to their age and occupational skills taking account of the sequential order of applications.*

#### Article 14

1. *Every employer shall notify the Ministry, or the office within whose jurisdiction his workplace is located, of any job vacancies at his establishment, giving a description of each job, the wages offered and the deadline for filling it. Such notification shall be given in writing within seven days of the vacancy arising. Employers shall, within ten days of the date on which a worker commences work, return his certificate of registration to the issuing authority, stating the worker's date of commencement, the remuneration paid to him and his type of work. He shall register the number and date of the worker's certificate against the name of the worker in the workers' register at the establishment.*
2. *Where the Ministry or its competent office fails to nominate workers for vacant jobs within 15 days of the date of notification in accordance with the provisions of the previous paragraph, the employer may fill such vacancies with applicants who meet the job requirements, provided that he notifies the Ministry or its competent office within seven days of filling the said vacancies.*
3. *The enterprises and employers to which the provisions of this article apply shall be specified by order of the Minister.*

#### Article 15

*Employers shall, according to their resources and available opportunities, employ disabled persons nominated by the Ministry or its branch offices up to a proportion of 5 per cent of their total workforce*

in jobs and professions suited to their capabilities and potential so as to ensure that they enjoy all the rights provided for in this Code.

#### **Article 16**

*It shall be prohibited for any natural or legal person to carry on the business of recruiting or importing labour on behalf of an employer.*

#### **Article 17**

*The Minister shall make an order specifying the regulations governing the employment of young persons, the circumstances, conditions and situations in which they may be employed and the jobs, occupations and industries in which they are to be employed.*

#### **Article 18**

*All transactions related to the employment of Yemenis shall be free of charge and exempt from any financial charges.*

#### **Article 19**

1. *It shall be forbidden for a non-Yemeni to work unless he has an official work permit issued by the Ministry or by one of its offices. It shall be forbidden for an employer to employ non-Yemenis unless they have obtained such permits.*
2. *The provisions of this article shall apply to non-Yemenis working in sectors not covered by the provisions of this Code.*

#### **Article 20**

*The employment of non-Yemenis shall be subject to the following conditions:*

1. *obtention of residence and work permits;*
2. *possession of the occupational qualifications required for the job and full medical fitness;*
3. *work in the job for which the permit was issued;*
4. *obtention of the appropriate permit in the case of occupations requiring special permits;*
5. *employment in a craft or occupation for which no qualified Yemeni is available.*

#### **Article 21**

*The number of non-Yemeni workers working for an employer shall not exceed 10 per cent of his total Yemeni workforce. The Minister may increase or reduce that proportion if necessary, in accordance with such guidelines as may be decided by the Council of Ministers.*

#### **Article 22**

1. *Any employer who wishes to engage foreigners shall submit an application for permission to bring them into the country in the form to be specified by the Ministry, provided that such application shall include the following information:*
  - (a) *the name of the employer, his nationality, occupation and main place of work;*
  - (b) *the name and surname of the worker whose immigration is requested, his nationality, religion, date of birth, original place of residence and family status;*
  - (c) *the nature of the work to be performed by the worker and the nature of his previous work;*
  - (d) *the period for which the worker is expected to be employed;*
  - (e) *whether the worker has previously entered the Republic and the reason for and date of such entry, and the date of exit and reasons for leaving;*
  - (f) *the total number of foreign workers employed by the employer, the number of such workers engaged in the same work as that to be performed by the worker concerned and the number of Yemeni workers working for the employer;*
  - (g) *Such other information as may be required by the Ministry or its competent office.*
2. *An application under the previous paragraph of this article shall be submitted together with:*
  - (a) *a certificate from the Ministry or its competent office establishing that there are no Yemeni nationals available to perform the work to be done by the foreigner;*

- (b) *a certificate establishing the technical qualifications and experience of the worker whose employment is requested, together with a certified Arabic translation thereof if the certificate is in a foreign language;*
- (c) *a copy of the prospective contract of employment to be concluded with the worker, specifying in sufficient detail the amount of his remuneration and of any allowances and benefits in cash or kind;*
- (d) *a description of the projects and work being carried out by the employer at the time of the application, supported by the necessary documentary evidence;*
- (e) *such documents or information as the Ministry or its competent office may request.*

#### **Article 23**

1. *Employers shall submit to the Ministry or its competent offices an application for the renewal of the work permit of a non-Yemeni worker at least one month before its date of expiry.*
2. *The Ministry or its office shall complete the renewal procedures provided for in paragraph 1 at the latest within two weeks of the date of expiry of the permit in accordance with the Code.*

#### **Article 24**

1. *Upon registration, a non-Yemeni worker shall, against payment of a fee, receive a work permit indicating all the necessary information concerning his particulars, work and place of residence in the Republic.*
2. *A non-Yemeni worker shall not be required to pay the fee for his work permit in cases covered by a reciprocal arrangement.*
3. *The Council of Ministers shall make an order specifying the fees for the issuance and renewal of work permits for non-Yemeni workers, the issuance of a replacement for a lost permit or a copy of a permit and the cost of the applications to be filled out for these purposes.*

#### **Article 25**

*Any employer employing a non-Yemeni worker shall:*

1. *within two weeks of the date of commencement of work, record in a special register the worker's name and all the information given in his work permit;*
2. *appoint a Yemeni counterpart to the non-Yemeni worker, where such local counterpart is available with adequate qualifications and skills, for the entire duration of the non-Yemeni's employment, provided that a period of training is obligatory for both the non-Yemeni worker and his counterpart;*
3. *notify the Ministry immediately of any changes in the non-Yemeni worker's status.*

#### **Article 26**

1. *The employment of a non-Yemeni shall be prohibited where:*
  - (a) *he previously worked in Yemen and was dismissed for misconduct or for having been sentenced by a court;*
  - (b) *he left the service of his employer or of an administrative body or one of its establishments;*
  - (c) *he entered the Republic for reasons other than work;*
  - (d) *the Ministry ascertains the possibility of nominating a worker to the advertised vacancy.*

## Chapter III. Contracts of Employment

### Part I. Regulation of contracts of employment

#### Article 27

*A contract of employment is an agreement between an employer and a worker to lay down terms of employment, whereby the worker undertakes to work under the direction and supervision of the employer in consideration of a remuneration.*

#### Article 28

*Upon signing a contract of employment a worker may be subject to a probationary period not exceeding six months with the same employer; to be stipulated in the contract. It shall be forbidden to employ a worker on probation more than once for the same job.*

#### Article 29

- 1. The duration of a Yemeni worker's contract shall be considered unlimited unless otherwise specified by agreement between the two parties.*
- 2. A contract of employment which expires shall be considered valid for the same duration as that initially provided for if the employment relationship between the two parties effectively continues.*
- 3. The service of a worker shall be considered continuous throughout the validity of his contract of employment, without its continuity being broken by statutory leave, with or without pay, or by any other contingency provided for in this Code.*

#### Article 30

- 1. 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.*
- 2. 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.*
- 3. A worker may request his employer to provide him with a receipt for any documents, records or certificates entrusted to him.*
- 4. Contracts relating to work in cooperatives shall be considered contracts of employment and each worker shall receive a copy thereof as soon as he begins work.*
- 5. The procedures followed by an employer to apply the terms of a contract shall be established in writing and a copy of such procedures shall be issued to each worker.*

#### Article 31

- 1. In the event of a change of employer for any reason whatsoever before the expiry of the contract of employment, the person succeeding the original employer shall be considered responsible for the performance of such obligations as may arise out of the contract of employment unless otherwise agreed.*
- 2. Where a contract of employment is concluded by a subcontractor, the principal employer shall be jointly liable for the performance of all such obligations as may arise out of the contract of employment if circumstances prevent the subcontractor from performing them.*

#### Article 32

- 1. A collective agreement (collective contract of employment) shall be drawn up in writing in accordance with the model established by the Ministry and shall include the basic terms related to conditions of work, undertakings concerning wages and the procedure for their payment, hours of work and rest, financial incentives, conditions regarding protection of employment, specifications of the occupation covered by the agreement and any other terms on which the employer and the trade union committee or workers' representatives agree in accordance with the legislation in force.*

2. *The union committee or workers' representatives shall collectively discuss, agree upon and sign the draft collective agreement at a general meeting of the workers and on their behalf. Such agreement shall be binding upon all the workers. Any collective agreement not collectively discussed with the workers shall be invalid.*
3. *The provisions of a collective agreement shall apply to the workers in the service of the employer after the entry into force of the agreement.*
- 4.
- (a) *It shall be forbidden to conclude an individual contract of employment with terms at variance with those of a collective agreement in respect of work covered by the said collective agreement.*
- (b) *The provisions of this article shall be without effect on individual contracts of employment concluded while a collective agreement is in force provided that the terms of employment provided for in such individual contracts of employment shall not be less favourable than those provided for in the collective agreement and provided that their duration does not exceed that specified for the completion of work in respect of temporary jobs not covered by the collective agreement.*
5. *The union committee or the workers' representatives shall submit to a general meeting of the workers any amendments or additions which the employer proposes to enter in or add to a collective agreement.*
6. *Any term of a collective agreement likely to cause a breach of security or to damage the economic interests of the country or yet to come into conflict with the laws and regulations in force or with public policy or public morals shall be invalid.*

#### **Article 33**

1. *Employers and the union committees or general union representing workers in more than one workplace may conclude a common collective agreement.*
2. *Employers and union committees that are not parties to such agreement may accede to it independently on the basis of a written agreement between the two parties requesting accession, without needing the consent of the original contracting parties. The application for accession shall be submitted to the competent office of the Ministry after signature by the two parties requesting accession.*
3. *Any trade union organization which is a party to a collective agreement may institute legal proceedings for a violation of the agreement on behalf of any of its members without needing to be mandated by him for that purpose. A union member may intervene in a suit thus filed on his behalf and may institute proceedings independently from the trade union.*

#### **Article 34**

1. *A collective agreement shall be concluded in sufficient copies to provide one for each of the contracting parties and one for the Ministry. The workers may obtain a copy of such agreement and a copy of any documents concerning accession thereto.*
2. *A collective agreement shall not be binding unless it is reviewed and registered by the Ministry or its competent office. In the event of an objection to the agreement, the Ministry shall notify the parties concerned of the reasons for its objection within 30 days of the date of receipt of the agreement. In the absence of any objection within this period, the agreement shall be considered valid. Any of the parties to the agreement may appeal against an objection before the competent Arbitration Committee within 30 days of the date of the objection.*
3. *The Ministry or its competent office shall record in the register of collective agreements, any amendment, supplement, renewal, termination or expiry concerning collective agreements.*
4. *Any person shall have the right to obtain from the Ministry or its competent office an authentic copy of a collective agreement and documents of accession thereto against payment of the prescribed fees.*

## Part II. Termination of contract of employment

### Article 35

1. *An employer may unilaterally terminate a contract of employment without written notice or payment of wages for the period of notice, in the following cases:*
  - (a) *if the worker assumes a fraudulent identity or presents forged certificates or documents;*
  - (b) *if the worker is convicted under a final judgement of an offence damaging to his honour, honesty or public morals;*
  - (c) *if the worker is found in a state of inebriation or under the effect of a drug during working hours;*
  - (d) *if, during work or for a reason related to work the worker assaults the employer or his representative or his direct supervisor in a manner punishable by law or if he physically assaults another worker at the workplace or for a reason related to work;*
  - (e) *if the worker fails to prove his competence for work during his probationary period;*
  - (f) *if the worker commits a fault which results in material loss for the employer, provided that the employer shall notify the competent authorities of the incident within 48 hours of his becoming aware of it;*
  - (g) *if the worker fails to observe instructions for the safety of the workers and work after being warned to that effect, provided that such instructions shall be detailed in writing and posted visibly in the workplace;*
  - (h) *if the worker fails to fulfil basic obligations arising from his contract of employment;*
  - (i) *if the worker carries a firearm at the workplace, except where his job so requires;*
  - (j) *if the worker divulges a secret concerning the job he performs or which came to his knowledge because of his job;*
  - (k) *if the worker fails to comply with a final judgement delivered in accordance with the provisions of Chapter XII, Part I, of this Code, or if he fails to abide by the provisions of this Code.*
2. *A worker may unilaterally terminate his contract of employment without prior written notice to the employer in the following cases:*
  - (a) *if the employer or his representative misled the worker as to his conditions of employment at the time of concluding the contract;*
  - (b) *if the employer or his representative commits a morally offensive act towards the worker or a member of his family;*
  - (c) *if the employer or his representative assaults the worker;*
  - (d) *in the event of a serious threat to the safety or health of the worker provided that the employer is aware of the said threat and has not adopted the prescribed measures or failed to take such measures as the competent authority may have prescribed at the appropriate time;*
  - (e) *if the employer fails to perform his contractual obligations towards the worker;*
  - (f) *if the employer substantially changes the job for which the worker was employed, without his consent.*
3. *A contract of employment may be terminated without prior notice to either of the contracting parties in the following cases:*
  - (a) *if both parties agree in writing to terminate the contract;*
  - (b) *if the specified term of the contract expires, unless it is implicitly renewed through effective continuation of the employment relationship;*
  - (c) *if a final judgement is delivered to terminate the contract;*
  - (d) *if the worker dies.*

### Article 36

*Either party to a contract of employment may terminate the contract, provided that the party wishing to do so shall notify the other, in any of the following cases:*

- (a) *if one of the parties fails to observe the terms of the contract or labour legislation;*
- (b) *if work permanently ceases, either entirely or in part;*

- (c) *if there is reduction in the number of workers for technical or economic reasons;*
- (d) *if the worker absents himself without legitimate reason for more than 30 days within the same year or for 15 consecutive days, provided that termination of contract is preceded by a written warning from the employer after 15 days of absence in the former case and seven days in the latter;*
- (e) *if the worker reaches statutory retirement age;*
- (f) *if the worker is declared unfit to work by decision of the competent medical committee.*

#### **Article 37**

*It shall be forbidden for an employer to terminate a contract of employment in the following cases:*

1. *during any of the worker's leave provided for in this Code and regulations made thereunder;*
2. *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;*
3. *during the worker's detention by the competent authorities in connection with his work, pending a final decision in the matter.*

#### **Article 38**

1. *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.*
2. *If either party refuses to receive notice of termination of the contract, the notice may be deposited with the Ministry or one of its offices.*
3. *The period of notice provided for in paragraph 1 of this article shall be calculated as follows:*
  - (a) *30 days for workers with monthly wages;*
  - (b) *15 days for workers with half-monthly wages,*
  - (c) *one week for workers working on the basis of production or piece work, or hourly or daily or weekly rates.*
4. *If the worker's wage is calculated on the basis of sub-paragraphs (b) and (c) and paid at the end of each month, the calculation of the period of notice and corresponding wages shall be on the basis of 30 days.*

#### **Article 39**

*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.*

#### **Article 40**

*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.*

#### **Article 41**

*The employer shall upon the termination of a worker's contract, provide the worker, free of charge, with a certificate of severance indicating the date of his entry into service, the date on which his services were terminated, the nature of his work and the amount of his remuneration.*

## Chapter IV. Regulations of the Employment of Women and Young Persons

### Part I. Regulation of women's employment

#### Article 42

*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.*

#### Article 43

- 1. 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.*
- 2. 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.*

#### Article 44

*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.*

#### Article 45

- 1. A pregnant worker shall have the right to maternity leave with full pay for 60 days.*
- 2. A pregnant woman shall not, under any circumstances, be employed during her maternity leave.*
- 3. A pregnant worker shall be granted a further 20 days' leave, in addition to the days mentioned in paragraph 1, in the following cases:*
  - (d) if her labour was difficult as established by a medical report,*
  - (e) if she gives birth to twins.*

#### Article 46

- 1. 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.*
- 2. 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.*

#### Article 47

*An employer who employs women shall post in a visible place at the workplace the regulations governing the employment of women.*

### Part II. Regulation of the employment of young persons

#### Article 48

- 1. 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.*
- 2. 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.*
- 3. 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.*
- 4. The hours a young person spends in training during his daily hours of work shall be considered as official working time.*

5. *It shall be prohibited to make a young person work during his weekly periods of rest, official holidays and other leave.*

#### **Article 49**

1. *It shall be forbidden to employ a young person without his guardian's approval and without notifying the competent office of the Ministry accordingly.*
2. *It shall be forbidden to employ a young person in a remote place isolated from inhabited areas.*
3. *Employers shall provide young persons with a healthy and safe working environment in accordance with the conditions and circumstances specified by the Minister.*
4. *It shall be prohibited to employ young persons in arduous work, harmful industries or jobs which are socially damaging. Such jobs and industries shall be specified by order of the Minister.*

#### **Article 50**

1. *A young person shall be entitled to 30 days of annual leave for each year of effective service to be calculated on the basis of two-and-a-half days per month of effective service.*
2. *Employers shall grant young persons their full annual leave on time.*
3. *It shall be forbidden for a young person or his guardian to waive his annual leave entitlement or any part thereof, even in consideration of compensation.*

#### **Article 51**

*Employers employing young persons shall:*

- (a) *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;*
- (b) *have them undergo a preliminary medical examination and regular examinations whenever necessary to ensure their medical fitness and keep a medical record for each young person containing all the information related to their medical history;*
- (c) *post in a visible place the regulations governing the employment of young persons.*

#### **Article 52**

*Employers shall pay young persons fair wages in consideration of their work in occupations equivalent to those of adults provided that such wages shall, in any event, be not less than two-thirds of the minimum wage for the occupation concerned. They shall pay the wage to the young person himself. The Council of Ministers may, acting on a submission by the Minister and a recommendation from the Labour Council, make an order specifying minimum wages for certain occupations and jobs in which young persons are employed.*

#### **Article 53**

*The provisions of this Part shall not apply to young persons working with their family under the supervision of the head of the family, provided that their work is performed in suitable health and social conditions.*

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## **Chapter V. Wages and Allowances**

### **Part I. Wages**

#### **Article 54**

*Wage scales and categories for particular jobs and occupations shall be determined according to the volume and type of work involved in accordance with the following principles:*

- (a) *nature of functions, duties and responsibilities;*
- (b) *qualifications and experience required to perform the job;*
- (c) *importance and role of work in the development and quality of production;*
- (d) *yield of work;*

- (e) *working conditions and location of workplace;*
- (f) *efforts made by the worker.*

**Article 55**

1. *The minimum wage payable to a worker shall not be less than the minimum wage paid by the state administration.*
2. *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.*

**Article 56**

*Wages for overtime work shall be calculated according to the following rates:*

- (a) *one-and-a-half hours' basic wages per hour of overtime on normal working days;*
- (b) *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.*

**Article 57**

1. *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.*
2. *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.*
3. *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.*

**Article 58**

*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.*

**Article 59**

*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.*

**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:*

- (a) *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;*
- (b) *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.*
- (c) *at least once a week in respect of workers whose remuneration is calculated on an hourly, daily or weekly basis,*
- (d) *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 63**

*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.*

**Article 64**

*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.*

**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**

- 1. 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.*
- 2. 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**

- 1. Women shall be entitled to wages equal to those of men if they perform the same work under the same conditions and specifications.*
- 2. Employers shall pay equal wages to Yemenis and non-Yemenis if their working conditions, qualifications, experience and competence are equal.*

**Article 68**

*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.*

**Article 69**

*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.*

**Article 70**

*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.*

## Chapter VI. Hours of Work, Rest, and Leave

### Part I. Regulation of hours of work

#### Article 71

1. *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.*
2. *Official working hours during the month of Ramadhan shall not exceed six hours per day or 36 hours per week.*
3. *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.*
4. *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.*

#### Article 73

1. *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.*
2. *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.*

#### Article 74

1. *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.*
2. *Working hours, whether normal or overtime shall not exceed 12 hours per day.*

#### Article 75

1. *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:*
  - (a) *one-and-a-half times for overtime on normal working days;*
  - (b) *double time for overtime night work.*
2. *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.*

#### Article 76

*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.*

### Part II. Regulation of leave

#### Article 77

*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.*

#### Article 78

*Workers shall be entitled to leave with full pay on all official holidays in accordance with the laws in force.*

#### Article 79

- 1. 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.*
- 2. Official holidays and days off falling within a worker's period of leave shall not be counted as part of his annual leave.*
- 3. Leave granted to a worker from his annual leave entitlement shall not be less than two days at a time.*
- 4. 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.*
- 5. Any more favourable conditions concerning worker's leave entitlements and rates shall continue in force.*
- 6. No worker shall waive his annual leave in consideration of financial compensation.*
- 7. Rates of entitlement to leave may, by order of the Minister, be increased for certain occupations and categories of workers.*

#### Article 80

- 1. In case of sickness, workers shall be entitled to continuous or non-continuous sick leave on the following basis:*
  - (a) sick leave with full pay for the first and second months of sickness;*
  - (b) sick leave with 85 per cent of wages for the third and fourth months of sickness;*
  - (c) sick leave with 75 per cent of wages for the fifth and sixth months of sickness;*
  - (d) sick leave with 50 per cent of wages for the seventh and eighth months of sickness.*
- 2. 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.*
- 3. Any period a worker spends in hospital for treatment shall be considered as sick leave.*

#### Article 81

- 1. Sick leave shall be granted on the following conditions:*
  - (a) 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;*
  - (b) 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;*
  - (c) 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.*
- 2. 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.*

#### Article 82

- 1. 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;*
- 2. Annual leave interrupted by sick leave approved in accordance with the provisions of the previous paragraph shall resume thereafter.*
- 3. The employer may request a medical authority or his appointed doctor to certify such sick leave if it exceeds ten days.*

**Article 83**

1. *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.*
2. *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.*

**Article 84**

*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.*

**Article 85**

*Employers may grant workers contingency leave with pay for not more than ten days a year.*

**Article 86**

*An employer may, upon a worker's request grant him leave without pay for such reasons and in such circumstances as he deems fit.*

**Article 87**

*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).*

**Article 88**

*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.*

## Chapter VII. Regulations of Work and Penalties

### Part I. Duties

**Article 89**

*Through his administration, the employer shall:*

- (a) *provide the working environment, conditions, guarantees and precautions provided for in labour legislation and regulations and in contracts and collective agreements;*
- (b) *direct and assign workers according to their technical and practical skills and competence in furtherance of the interests of work. It shall be forbidden to change a worker's job for one unsuited to his qualifications and abilities without his consent;*
- (c) *prepare training and further training programmes to train the skilled workers needed for the plan of work, providing the necessary facilities for workers to raise their vocational, technical and educational standards;*
- (d) *refrain from prejudicing the person of the worker and his dignity;*
- (e) *open and keep personal and general registers indicating worker's service conditions and records in accordance with the particulars and conditions prescribed by the Ministry;*
- (f) *inform workers of all conditions of employment and related matters and post them in a visible place once they are published;*
- (g) *respect the provisions of this Code and regulations made thereunder when considering matters related to labour;*

- (h) *ensure that any candidate for employment has a document showing that he has terminated his employment relationship with his previous employer or that he has never worked;*
- (i) *provide for, worker's participation in the discussion of means of improving the work process, increasing production and dealing with related matters through meetings which workers are invited to attend.*

#### **Article 90**

*The worker shall have a duty to:*

- (a) *perform his work seriously, faithfully and regularly and devote all his working time to performing his occupational duties efficiently and effectively and observe the directives and instructions of his employer, or his representative, or supervisor;*
- (b) *endeavour to increase production, maintain equipment and improve the quality of products and services;*
- (c) *observe work regulations, rules and disciplines;*
- (d) *work diligently and respect working hours;*
- (e) *continuously endeavour to develop his vocational, technical and educational qualifications and competence, and undertake to train and develop the skills of his colleagues at work;*
- (f) *maintain work-related machinery, tools, materials, registers and files entrusted to him and, on terminating his work, return any tools or unused raw materials;*
- (g) *keep employment-related secrets;*
- (h) *faithfully provide help and assistance in such dangerous situations and disasters as may threaten the safety at work or the workplace or production;*
- (i) *make optimum use of the means of production placed at his disposal and use financial and other resources economically;*
- (j) *submit to a medical examination whenever his employer requests him to do so.*

## **Part II. Disciplinary penalties**

#### **Article 91**

*In enterprises employing 15 or more workers, the employer shall lay down regulations governing disciplinary penalties and procedures for imposing or applying them and post the said regulations in a visible place in the enterprise. The enforcement of such regulations and any subsequent amendments thereto shall be subject to approval by the trade union committee or worker's representative and clearance by the Ministry or one of its offices within one month of the date of their submission. Should this period elapse without the Ministry or its office giving its approval or stating any objection in writing, the regulations shall enter into force.*

#### **Article 92**

1. *The Ministry shall issue models of detailed rules on the application of penalties to guide employers in the drafting of their own rules.*
2. *In enterprises employing 15 or more workers, the employer shall lay down detailed rules governing the application of the penalties provided for in the following article, in a way which suits the nature and characteristics of his activity and having due regard to the following points:*
  - (a) *they shall specify the different types of offenses and corresponding penalties;*
  - (b) *they shall indicate the procedures for investigating offenses and applying penalties;*
  - (c) *they shall indicate the procedure for applying penalties in cases of recidivism.*
3. *In enterprises employing fewer than ten workers, the employer may lay down the rules governing the application of penalties in accordance with the provisions of this Code.*

#### **Article 93**

*Where a worker commits a breach of his duties as provided for in this Code or in his contract of employment, his employers may impose on him one of the following penalties:*

- (a) *call his attention in writing;*

- (b) *warn him in writing;*
- (c) *deduct from his wage an amount not exceeding 20 per cent of his basic wage,*
- (d) *dismiss him subject to maintenance of all his entitlements as provided for in this Code and other labour legislations.*

#### **Article 94**

1. *Employers may apply the penalties provided for in items (a) and (b) of the previous article without necessitating administrative investigation, the other penalties being applicable only after the investigation provided for in article 96 of this Code.*
2. *Before imposing any penalty, employers shall bear in mind:*
  - (a) *that the penalty should be in proportion with the degree of the offence;*
  - (b) *the worker's circumstances, productivity, conduct, length of service and social status and any measures previously taken against him, and the frequency of his offenses at work.*
3. *No employer shall impose a penalty on a worker:*
  - (a) *more than 15 days after the discovery of the offence,*
  - (b) *if the worker's responsibility is not confirmed through criminal or administrative proceedings;*
  - (c) *if the offence committed by the worker is not included in the detailed rules or penalties.*
4. *It shall be forbidden to impose more than one of the penalties provided for in article 93 of this Code for a single offence committed by a worker.*

#### **Article 95**

1. *The imposition of the penalties provided for in items (a) and (b) of article 93 of this code shall be null and void after one year from the date of their imposition. The employer may cancel them from the worker's personal file if his conduct effectively improves during the same year.*
2. *The employer may mitigate or cancel either of the remaining penalties where the conduct of the worker concerned improves during the year.*

#### **Article 96**

*Where the degree of an offence requires the application of one of the penalties provided for in items (c) and (d) of article 93 of this Code, the employer shall conduct an administrative investigation with the worker, in which case the worker may request the attendance of the representative of the workplace union committee or of the worker's representative if there is no union committee.*

#### **Article 97**

1. *In investigating an offence, the employer shall:*
  - (a) *conduct the investigation within a period not exceeding 15 days as from the date of his discovering the offence;*
  - (b) *complete the investigation and where the worker's responsibility is established, apply the penalty within a period not exceeding one month;*
  - (c) *hear the worker, his self-defense and the testimony of any witnesses he may call upon for his defense;*
  - (d) *commit the investigation to writing and have it signed by all the parties thereto;*
  - (e) *hear any workers who are aware of the circumstances of the offence.*
2. *The worker may appeal against the findings of the investigation or its consequences before the competent Arbitration Committee within a period not exceeding one month as from the date of his notification of the findings of the investigation.*

#### **Article 98**

1. *The employer may suspend the worker by verbal notice for a period not exceeding five days for the purposes of investigation, or by written notice for a period not exceeding 30 days if the interests of work or of the investigation so requires;*
2. *The employer shall, before deciding to suspend a worker, take into consideration the following:*

- (a) *a worker's suspension is not a penalty imposed on him, but a precautionary measure necessitated by the circumstances of work and the investigation;*
  - (b) *the worker resumes his previous work after the expiry of the period of suspension if it is established that he is not guilty;*
  - (c) *outstanding or withheld wages must be paid to the worker if he is acquitted.*
3. *Any period during which a worker is detained by the competent authorities in connection with a matter related to work or resulting therefrom shall be considered as a period of suspension from work, during which the employer shall continue to pay the worker an amount equivalent to 50 per cent of the worker's wage until his case is decided, provided that the period does not exceed three months.*
  4. *Any period during which a worker is detained by the competent authorities for the purposes of an investigation of matters not related to work shall not be considered as period of suspension from work, in which case the worker shall not be entitled to his wage or any part of it except by approval of the employer, and it shall be forbidden to dismiss him from his service.*

#### **Article 99**

*The employer shall be entitled to claim compensation from workers individually or jointly, for any damage to working equipment and means of production resulting from a shortcoming or negligence by workers whose responsibility has been established, provided that the employer notify the Ministry or its competent office and the parties concerned of such damage within 48 hours of his becoming aware of it.*

#### **Article 100**

*The employer may stop the activity of his establishment totally or in part or modify the size of the establishment or its activity provided that he notifies the Ministry or its competent office if any such measure results in a reduction of the number of his workers and redundancies.*

#### **Article 101**

1. *The employer shall notify the Ministry or its competent office and any other party concerned in case of total or partial stoppage of activity or in case of a resumption of activity.*
2. *The employer may reduce the number of his workers or make them redundant as a result of a total or partial stoppage of activity.*
3. *The employer shall, when resuming stopped activity, give priority to the workers affected by the earlier reduction or redundancies provided that they apply for employment at his establishment within one month of the date on which the resumption of its activity is announced and that the Ministry or its competent office is notified accordingly.*

#### **Article 102**

*Workers affected by a workforce reduction or redundancies may appeal to the competent Arbitration Committee if they consider the measures taken by the employer to be unjust and aimed at replacing them with other workers.*

#### **Article 103**

*Where an establishment's activity stops temporarily for reasons attributable to the employer, workers' contracts of employment shall continue to be valid for not less than two months from the beginning of the stoppage, thereby entitling them to their full wages for that period.*

## Chapter VIII. Training

### Part I. Vocational training

#### Article 104

*Vocational training means the pursuit of theoretical and/or applied training to acquire the skills of a particular occupation or trade before entry into service or in-service training of workers to upgrade their vocational skills.*

#### Article 105

1. *The employer shall adopt all training means and facilities, develop them and provide incentives to workers undergoing training in accordance with the guidelines established by the Council of Ministers, by any of the following means:*
  - (a) *training at the workplace and preparation of training and examination programmes;*
  - (b) *participation with other employers carrying on a similar activity in establishing a training centre and drawing up training and examination programmes;*
  - (c) *annual financial contribution to vocational training projects of the Ministry, in which case the contribution shall be assessed according to the number of workers of the employer and its amount and proportion of his total wage bill shall be specified by order of the Council of Ministers.*
2. *A worker undergoing training shall stay in service of his employer for a period equal to his period of training inside the Republic and equal to double such period if he received his training abroad. Where a worker fails to respect the prescribed period of service after training, his employer may claim reimbursement of all or part of the cost of his training, taking account of his service before and after training.*

#### Article 106

*In cooperation with the parties concerned, the Ministry shall regulate matters related to vocational training so as to satisfy the requirements of economic and social development. To this end, it shall:*

- (a) *supervise and regulate the operation of the vocational training institutes and centres established by the State;*
- (b) *all aspects of vocational training;*
- (c) *supervise the preparation of training and examination programmes;*
- (d) *evaluate training standards, curricula and disciplines;*
- (e) *identify training needs and train trainers in cooperation with the parties concerned;*
- (f) *formulate a policy for admissions to vocational training institutes and centres;*
- (g) *coordinate training issues as between the various training authorities so as to maximize the use of their training capabilities;*
- (h) *draw up plans and programmes providing for the distribution of graduates of vocational training institutes and centres among appropriate workplaces in cooperation of the parties concerned;*
- (i) *technically supervise the training establishments covered by the provisions of this Code in matters related to curricula programmes, examinations and the provision of technical advice.*

#### Article 107

*The Minister may decide to establish such vocational training institutes or centres as he deems appropriate. The order on the establishment of any such institute or centre shall specify all the necessary provisions for its proper functioning. Any employer may establish a training institute or centre within his field of activity provided that he notifies the Ministry accordingly.*

#### Article 108

*The Minister may, according to available training capabilities, make provisions for employers' participation in the training and rehabilitation of a number of disabled Yemenis and injured workers and for the admission to their establishments and centres a specified proportion of students for training and practical experience, depending on their available training capacity.*

**Article 109**

1. *The Minister shall specify the occupations subject to an evaluation of skill levels, the procedure for such evaluation, its conditions and the authorities which shall perform it.*
2. *A worker whose level of skill in an occupation or service has been evaluated shall be issued with a certificate to that effect.*

**Part II. Apprenticeship****Article 110**

*Apprenticeship means the process whereby an employer provides training to a Yemeni person during a specified period of time in a particular occupation or trade to enable him to acquire the necessary skills to practice such occupation or trade.*

**Article 111**

1. *The contract of apprenticeship shall be concluded between the employer and the apprentice in writing. It shall specify the type of occupation, the duration of training and the remuneration the apprentice is to receive during his training.*
2. *Where the apprentice is a young person, the contract of apprenticeship shall be concluded between the employer and the legal guardian of the apprentice.*
  - (a) *The employer may terminate a contract of apprenticeship if he determines that the apprentice is incapable of learning the occupation adequately, unless he can be taught another occupation with the employer.*
  - (b) *An apprentice may terminate his contract at his own initiative provided that he has not spent more than half of the period of training.*
  - (c) *If the contract is terminated by either party outside the conditions and circumstances provided for by this Code, the other party shall have the right to claim adequate compensation for such damage as he may have incurred as a result of such termination.*

**Article 112**

1. *The period during which an apprentice undergoes his training in an occupation or trade shall be counted as effective service if he continues to work for the employer for a period of not less than two years.*
2. *On completion of an apprentice's period of apprenticeship, the employer shall grant him a certificate, to be signed by the Ministry of one of its offices, establishing his apprenticeship, its duration and his level of skill in the occupation concerned.*

## Chapter IX. Occupational Safety and Health

**Article 113**

*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.*

**Article 114**

*Employers shall observe the following rules:*

1. *Workplace health and safety conditions shall be maintained in conformity with occupational safety and health requirements.*
2. *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.*
3. *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.*

4. *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.*
5. *The necessary precautions shall be taken against natural hazards and damage, including health, humidity and cold.*
6. *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.*
7. *Easily accessible lavatories and wash-rooms shall be provided, and separate lavatories and wash-rooms shall be provided for women workers if women are employed on the premises.*
8. *An adequate and easily accessible supply of drinking water shall be provided for the worker's use.*
9. *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.*
10. *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.*

#### **Article 115**

*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:*

- (a) *the provision of protective devices, equipment and clothing to protect workers from exposure to occupational injuries and diseases;*
- (b) *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.*
- (c) *expenses incurred on account of workers' medical examinations, regular or otherwise, as necessitated by occupational safety and health requirements;*
- (d) *the provision of first aid equipment at the workplace.*

#### **Article 116**

*The Ministry shall:*

- (a) *give advice to employers in matters relating to occupational safety;*
- (b) *organize and implement training and educational programmes on the prevention of accidents;*
- (c) *organize the exchange of technical information and expertise between enterprises' occupational safety and health departments;*
- (d) *specify and evaluate the means of accident prevention units;*
- (e) *assist in the design of explanatory materials relating to occupational safety;*
- (f) *study and analyze data and information relating to occupational safety, monitor cases of occupational injury and disease and suggest measures to avoid their recurrence;*
- (g) *specify and evaluate means and equipment for protection against industrial accidents and injuries.*

#### **Article 117**

1. *A High Committee for Occupational safety and health, whose membership shall include representatives of the parties concerned, shall be established by order of the Council of Ministers acting on a recommendation of the Minister. The said order shall specify its functions and rules of procedure.*
2. *Subsidiary occupational safety and health committees may be established by orders of the Minister in such governorates, sectors and industries as he sees fit, provided that the membership of such subsidiary committees shall include representatives of the parties*

*concerned. Such orders shall specify the committees' functions, competence and rules of procedure.*

#### Article 118

*1. The employer shall:*

- (a) advise and inform workers, before their engagement, on work-related and occupational hazards and on the preventive procedures which must be observed at work;*
  - (b) provide continuous guidance to workers and control their observance of occupational safety and health;*
  - (c) 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;*
  - (d) increase worker's awareness of occupational safety and health protection and make them participate in training courses and seminars on these matters.*
- 2. Where an employer fails to apply labour and worker protection rules and occupational safety instructions, the inspector may obtain an order from the Minister to stop the functioning of the machinery which is the source of danger for one week, until the causes of danger are eliminated. Where the danger persists and the employer fails to take remedial action and the period of partial stoppage is extended, or if a request for total stoppage is submitted, the Minister shall refer the matter to the competent Arbitration Committee. Workers who are suspended as a result of this procedure shall be entitled to their full wages.*
- 3. The employer may appeal against an order for partial or total stoppage if he deems it to be arbitrary.*

## Chapter X. Insurances

#### Article 119

*1. Employers shall protect their workers' health, notably by:*

- (a) conducting a medical examination of workers prior to their employment;*
  - (b) transferring a worker to a job suited to his health condition as determined by a report of the competent medical authorities, whenever possible;*
  - (c) providing a worker with suitable work according to the recommendations of the competent medical authorities and depending on circumstances and job opportunities pursuant to the provisions of the Social Insurance Act, if he has contracted an occupational disease or sustained an injury at work or as a result thereof;*
  - (d) bearing the cost of medical treatment and related requirements in respect of any number of workers in accordance with employers' medical regulations as approved by the Ministry;*
  - (e) employing a qualified nurse at the workplace or in its vicinity if the number of their workers exceeds 50;*
  - (f) entrusting the medical treatment of their workers to a doctor or a medical establishment if the number of workers employed at the workplace or in its vicinity exceeds 100;*
  - (g) keeping such documents on their workers' medical treatment as may be transmitted to them. Workers may obtain copies of certificates and documents relating to their condition which are transmitted to the employer by the competent medical authorities.*
- 2. Employers whose workforce is below the threshold provided for in this article may entrust the medical treatment of their workers to a doctor or a medical establishment.*
- 3. The Minister may, in respect of dangerous or arduous industries and occupations, require employers whose workforce is below the threshold provided for in this article, to employ a qualified nurse or to entrust their workers' medical treatment to a doctor.*

**Article 120**

1. *At the end of their service, workers shall be entitled to a monthly pension or a lump-sum payment in accordance with the provisions of the Social Insurance Act or in accordance with any other special regulations whose provisions are more favourable to the worker.*
2. *Where a worker is not covered by the provisions of the Social Insurance Act or by any special regulations in accordance with the provisions of the previous paragraph, he shall be entitled to receive from his employer severance pay equivalent to at least one month's wages for each year of service. Such severance pay shall be calculated on the basis of the last wage received by the worker.*
3. *Workers shall not, in any case, be deprived of their entitlements under this article or forfeit any part of such entitlement in case of termination of their contract of employment.*

**Article 121**

*Unless the employer is ensured for material responsibility, he shall, in accordance with this Code and the Social Insurance Act, bear responsibility for any occupational diseases or injuries which a worker might contract or sustain during the performance of his work or as a result thereof.*

## Chapter XI. Labour Inspection

**Article 122**

*All sectors and employers covered by this Code shall be subject to inspection. Employers shall facilitate the work of labour inspectors and provide them with all such information and data as they may request for the purposes of inspection.*

**Article 123**

*Labour inspectors shall:*

- (a) *supervise the application of labour legislation and regulations, of contracts and agreements, and of all instruments issued by the Ministry, including orders and written notification to employers regarding violations and requests for remedial action, and draw up records of violations, if they are repeated, in preparation for their referral to the competent Arbitration Committee;*
- (b) *prepare detailed reports on the results of every inspection visit, supported by such opinions and suggestions as may assist in remedying any shortcomings;*
- (c) *participate in establishing an understanding of relationships between workers and employers and provide them with information to enable them to understand the provisions of labour legislation and their proper application.*

**Article 124**

1. *Inspection of workplaces shall be conducted by officials of the Ministry and its offices. They shall be vested with judicial authority to apply the provisions of this Code and the regulations and orders issued thereunder. They may, if necessary, call upon the services of experienced doctors, engineers and technicians.*
2. *Inspectors shall perform their duties individually or in a group. They shall keep such enterprise secrets as may be disclosed to them on account of their work. This obligation shall continue after termination of their service.*
3. *Inspectors of the Ministry of Health shall supervise the application of the rules and procedures relating to occupational health. They shall submit regular reports to the Ministry and to the other competent authorities.*
4. *Labour inspectors and inspectors of the Ministry of Health shall be provided with cards establishing their identity and duties. They shall carry such cards during the performance of their duties and shall show them to the parties concerned whenever necessary.*

5. *Inspection regulations shall govern the forms and notifications relating to violations and procedures for drawing up records of violations.*

#### **Article 125**

*Labour inspectors shall, prior to entering office, take the following oath before the Minister or his representative:*

*I swear by almighty God to perform my occupational duties with full integrity and loyalty and complete impartiality, without divulging such occupational, industrial and commercial secrets as my be disclosed to me during the exercise of my functions.*

#### **Article 126**

*Labour inspectors shall be vested with the following powers:*

- (a) *to enter any workplace at any time during working hours, observe ongoing operations, examine documents, contracts and registers related to work and ensure that no violation of the provisions of labour legislations, regulations and rules is being committed.*
- (b) *to stop, as a precautionary measure, any machine which is a source of danger by requesting the Minister to issue an order to that effect for a period not exceeding one week. The Minister shall refer the matter to the competent Arbitration Committee if such period is to be extended or if a request for total stoppage is submitted;*
- (c) *to take samples from the workplace for the purposes of occupational health and safety inspection and examine any documents related to work and workers during the performance of inspection duties;*
- (d) *to take samples from the workplace and obtain any documents or photocopies which the inspection may require.*

#### **Article 127**

1. *The Ministry shall provide the necessary protection for labour inspectors during the performance of their duties and thereafter in such manner as it deems necessary to ensure their protection.*
2. *Where a labour inspector is assaulted or incurs physical or prejudice as a result of the performance of his inspection duties, the Ministry shall, on his behalf, file a case with the competent court to claim compensation and shall bear all the expenses resulting from the proceedings.*
3. *In consideration of their efforts to ensure the sound application of labour legislation, labour inspectors shall be entitled to an allowance to be determined by the Minister.*

## **Chapter XII. Labour Disputes and Legitimate Strikes**

### **Part I. Settlement of labour disputes**

#### **Article 128**

*Labour disputes shall be understood to mean disputes between employers and workers over disagreements relating to the application of the provisions of this Code, the regulations made thereunder, any other labour legislation, individual contracts of employment, or collective agreements.*

#### **Article 129**

1. *Both parties to a dispute or their representatives shall hold a meeting to settle the dispute amicably through negotiation with a maximum period of one month. A record of the meeting to be kept secret shall be drawn up and signed by both parties.*
2. *Where no amicable settlement can be reached between the two parties to the dispute, the matter shall be referred to the Ministry or its competent office which shall summon the parties with a view to settling the dispute within a period not exceeding two weeks as from the date of referral.*

**Article 130**

*Where mediation fails to resolve the subject of the dispute finally, either party may submit it to the competent Arbitration Committee within a maximum period of two weeks from the date of the minutes recording the failure of mediation.*

**Article 131**

*One or more Arbitration Committees shall be established by order of the Minister in the capital and in each of the governorates of the Republic to settle labour disputes, and shall be composed of:*

- (a) a representative of the Ministry, as Chairman;*
- (b) a representative of the employers nominated by the General Federation of Chambers of Commerce and Industry, as member;*
- (c) a representative of the workers nominated by the General Federation of Trade Unions, as member; provided that the employers' and workers' representatives shall have sufficient experience in labour affairs.*

**Article 132**

*The Arbitration Committees shall be competent to examine:*

- (a) such disputes and conflicts as may arise between employers and workers in connection with the application of this Code, rules and regulations made thereunder, contracts of employment, and collective agreements;*
- (b) violations referred to them in connection with workplace inspection;*
- (c) any other matters in respect of which the relevant laws provide that they fall within the competence of the Arbitration Committees.*

**Article 133**

*The Arbitration Committees shall be empowered to summon any person for questioning, to order the hearing of testimony under legal oath and to conduct examinations, including by right of entry to any workplace, as may be required by the examination of a dispute. A committee may deputize one of its members to perform such functions and may call upon the assistance of experts. It shall have the right to examine all such documents or data as it deems necessary.*

**Article 134**

- 1. The Arbitration Committee shall deliver their awards by majority decision of their members.*
- 2. The awards of the Arbitration Committees shall state their grounds and shall be signed by all the members. A member who objects to an award may request that his objection be recorded in the draft of the award.*

**Article 135**

- 1. The awards of the Arbitration Committees shall be final and shall not be subject to appeal in all cases concerning:
  - (a) amounts not exceeding 30,000 riyals;*
  - (b) the suspension of orders for dismissal;*
  - (c) the imposition of fines on workers.**
- 2. The Arbitration Committees shall not be empowered to impose any penalty depriving a person of his liberty.*

**Article 136**

- 1. All cases concerning labour disputes of any type shall be submitted to an Arbitration Committee.*
- 2. The cases submitted shall be signed by one of the parties to the dispute or his legal representative.*
- 3. The submission of a case and litigation procedures shall be subject to the provisions of the Litigation Act in all matters not covered by a special provision of this Code.*
- 4. Cases concerned with labour matters shall be considered urgent.*
- 5. Labour cases shall be irreceivable after the expiry of the time-limit specified in the laws in force.*

**Article 137**

1. *Within ten days of the date of submission of a case, the chairman of the Arbitration Committee shall call a meeting to examine the dispute.*
2. *The Arbitration Committees shall complete the examination of the cases submitted to them and shall deliver their awards within 30 days of the date of the first hearing.*

**Article 138**

*The Chairman and members of each Arbitration Committee shall, prior to taking office, swear an oath before the Minister to the effect that they shall perform their duties on the Committee with integrity, honesty, loyalty and impartiality.*

**Article 139**

1. *If one of the litigating parties wishes to appeal against the award handed down by the Arbitration Committee, it shall submit a petition for an appeal to the Labour Division of the competent Court of Appeal within one month at most of the date of his notification of the award.*
2. *The president of the Labour Division shall, within 15 days of the filing of the petition for appeal, set a date for the first hearing on the appeal.*
3. *The Labour Division shall settle the dispute with a final judgement within 30 days of the date of its first hearing.*

**Article 140**

*A division by the name of "Labour Division" shall be established at the courts of appeal in the capital and in each of the governorates of the Republic in accordance with the Judicial Authority Act. The labour divisions shall have jurisdiction over:*

- (a) *the final settlement of all cases of appeal against the awards of the Arbitration Committees submitted to them in accordance with this Code;*
- (b) *any other cases falling within its jurisdiction by virtue of the provisions of this Code or other labour legislation.*

**Article 141**

*Neither the Arbitration Committee nor the labour divisions of the courts of appeal shall decline to settle a dispute on the grounds that this Code contains no provision applicable to the case in point. In such event, they shall be bound to deliver a ruling in accordance with the provisions of the Islamic Shari'a, established custom and the principles of equity.*

**Article 142**

*The employer shall not, in the course of settlement proceedings before an Arbitration Committee or the labour division of a court of appeal, modify the conditions of employment enjoyed by workers prior to the dispute so as to cause them prejudice, nor shall he dismiss or impose a penalty on any worker.*

**Article 143**

*If the litigating parties become reconciled or reach a settlement of their dispute, they shall draw up a record to that effect before the authority to which the dispute was referred. The said authority shall deliver its ruling after ratifying the record, thereby making it an instrument enforceable at law.*

## **Part II. Legitimate strikes**

### **Article 144**

- 1. The workers' representatives or trade union committee may call upon workers to strike or stop work only after a final ruling has been made on the dispute which is not appealable either because no appeal was lodged against an Arbitration Committee award within the time-limit prescribed in article 139 of this Code or because the ruling was handed down by the labour division of a court of appeal and the employer refuses to comply with it within seven days of the date of his notification thereof by the authority which issued the ruling.*
- 2. Workers' representatives or trade union committees shall not call upon workers to strike or stop work in furtherance of political demands or goals.*

### **Article 145**

*Without prejudice to the provisions of the previous article, workers' representatives or union committees shall not call a strike or engage in a strike unless the following conditions are fulfilled:*

- 1. The proposal to call a strike shall be submitted to the workers at a general meeting attended by at least 60 per cent of the total number of workers employed by the employer and shall be approved by secret ballot by 25 per cent of them.*
- 2. The strike shall not be called or undertaken unless the proposal to do so has first been submitted to the general union concerned and signed by two-thirds of its members and after the union committee or workers' representatives have obtained written approval from the executive office of the General Federation of Unions of the Republic.*
- 3. The subject of dispute shall concern more than one-third of the employer's workforce.*
- 4. The trade union committee or workers' representatives shall give the employer and the Ministry or its competent office at least three weeks' prior notice of the date determined to launch the strike.*

### **Article 146**

*After fulfilment of the conditions prescribed in the previous article of this Code, strikes shall be conducted at the enterprise, peacefully and in gradual stages, as follows:*

- 5. A piece of red cloth shall be attached to the arm of each worker in the enterprise to signal his intention to strike, for three consecutive days before the beginning of the strike.*
- 6. Work shall be stopped in certain parts of the enterprise for a specified time during official working hours, which shall be increased gradually so as to bring about a total stoppage of work in all those parts of the enterprise by the end of four consecutive days.*
- 7. Work shall be stopped in all parts of the enterprise for a specified time during official working hours, which shall be gradually increased so as to bring about a total stoppage of work in the whole enterprise by the end of one week as from the date of the start of the strike, unless it is called off as a result of intervening developments.*

### **Article 147**

*The trade union committee or workers' representatives shall immediately cancel a call to strike or call off a strike in progress if the employer agrees to comply with the ruling on the dispute in accordance with the provisions of article 144.*

### **Article 148**

- 1. Employment relationships between the employer and the workers shall continue during the period of a strike.*
- 2. It shall be prohibited to impose sanctions including dismissal, on any worker as a result of their participation in a strike or because of a call to strike, provided that such strike is conducted in accordance with the provisions of this Code.*

### **Article 149**

*Without prejudice to any stronger penalty provided for in another law, impairment of freedom to work shall be considered a serious and punishable fault. Such impairment shall include any act by striking workers which is intended to prevent other workers or the employer or his representative from*

*reaching the workplace or from carrying on their usual activity, whether through actions, threats, violence, assaults, occupation of the workplace or damage to property.*

**Article 150**

1. *Obligatory minimum service shall be organized in establishments operating public services whose stoppage during strikes may endanger the lives, security or health of citizens or cause an economic crisis. In particular, such establishments shall include:*
  - (a) *hospitals, clinics, health associations, dispensaries operating in shifts and pharmacies;*
  - (b) *establishments related to the operation of telecommunications, radio and television;*
  - (c) *establishments concerned with electricity, water, gas and petroleum products;*
  - (d) *sanitation and environmental safety works;*
  - (e) *banks and banking businesses;*
  - (f) *workplaces at airports and loading and unloading works at inland and maritime ports and airports and customs;*
  - (g) *works related to the provision of goods and foodstuffs and works related to bakeries;*
  - (h) *works related to cattle, sheep and poultry farming, farm irrigation, agricultural harvesting, crop transport and the transport of fish;*
  - (i) *services related to prisons.*
2. *The Council of Ministers may, acting upon a submission by the Minister, specify other areas of activity requiring maintenance of obligatory minimum services or occupations in which strikes are forbidden.*
3. *Workers shall not refuse to perform obligatory service. Any such refusal shall be considered a serious fault and shall be punishable without prejudice to such liability as may be incurred by the members of the trade union committee or the representatives of the workers, who shall be held personally responsible if they are the cause of workers' refusal.*

## Chapter XIII. Workers' and Employers' Organizations

**Article 151**

1. *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.*
2. *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.*

**Article 152**

*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.*

## Chapter XIV. Penalties

**Article 153**

*The penalties provided for in the provisions of this chapter shall apply without prejudice to any stronger penalty provided for in another law.*

**Article 154**

*Any person who violates a provision of Chapters II, IV, V, VIII, IX and XI of this Code shall be punished with a fine of not less than 1,000 (one thousand) riyals and not more than 20,000 (twenty thousand) riyals.*

**Article 155**

*Any employer who violates a provision of Chapters III, IX and X of this Code shall be punishable with a fine of not less than 500 (five hundred) riyals and not more than 1,000 (one thousand) riyals, to be multiplied by the number of workers in respect of whom the violation was committed.*

**Article 156**

- 1. Either party to a dispute who, without an acceptable reason, fails to attend a mediation meeting called by the Ministry or its competent office or the sessions of an Arbitration Committee or appellate court's labour division shall be punishable with a fine of not less than 500 (five hundred) riyals and not more than 2,000 (two thousand) riyals.*
- 2. Any person who provides an Arbitration Committee or the Ministry or its competent office with incorrect information or false documents on the subject of a dispute or who disrupts dispute settlement or mediation proceedings by having recourse to violence or by threatening to use violence shall be punishable with a fine of not less than 1,000 (one thousand) riyals and not more than 10,000 (ten thousand) riyals.*
- 3. Any person who causes a strike to be called or undertaken in disregard of the conditions and rules provided for in this Code or who has recourse to threats or violence to hinder work shall be punishable with a fine of not less than 5,000 (five thousand) riyals and not more than 15,000 (fifteen thousand) riyals.*
- 4. Any employer or employer's representative who hires new workers to replace workers on lawful strike in accordance with the conditions and rules provided for in this Code shall be punishable with a fine of not more than 15,000 (fifteen thousand) riyals, without prejudice to his obligation to reinstate the striking workers in their jobs.*

## Chapter XV. Final Provisions

**Article 157**

*Cases related to labour disputes and filed by workers or their representatives or, in case of death, by their families in accordance with the provisions of this Code shall be exempt from court fees.*

**Article 158**

*The provisions of this Code regulating occupational health and safety shall apply to the sectors and categories covered by the provisions of the Civil Service Code or any other law.*

**Article 159**

*Employers shall participate in informing workers and making them aware of their rights and duties and of all the basic provisions of this Code and regulations, rules and orders made thereunder.*

**Article 160**

*The Council of Ministers shall, acting upon a submission by the Minister, make an order to specify the fees prescribed under the provisions of this Code.*

**Article 161**

*The Minister shall make all the regulations, orders and instructions to apply this Code and shall do so in a manner which does not contradict its provisions.*

**Article 162**

*The 1970 Labour Act Code (Act No. 5) issued in Sana'a and the 1978 Labour Code (Act No. 14) issued in Aden are hereby repealed together with any text or provision which contradicts the provisions of this Code.*

**Article 163**

*This Legislative Order shall enter into force from the date of its promulgation and shall be published in the Official Gazette.*

## Annex 2. Environmental and Social Requirements for Contractors

Contractors shall meet the following Environmental, Health, Safety and Social (including labor) requirements – thereafter called ESHS requirements<sup>11</sup>.

The ESHS requirements include 10 sections

1. Contractor Environmental and Social Management Plan (C-ESMP)
2. ESHS Training
3. Construction Site Management
4. Occupational Health and Safety (OHS)
5. Road safety and Traffic Safety
6. Chance Find Procedures
7. Emergency Preparedness and Response
8. Stakeholder Engagement
9. Labour Force Management, including the Code of Conduct
10. Contractor Environmental and Social Reporting

### **Contractor Environmental and Social Management Plan (C-ESMP)**

The Contractor shall:

- Prepare and submit to UNOPS for approval a Contractor Environmental and Social Management Plan (C-ESMP).
- Include in the C-ESMP a detailed explanation of how the contractor's performance will meet the ESHS requirements
- Ensure that sufficient funds are budgeted to meet the ESHS requirements, and that sufficient capacity is in place to oversee, monitor and report on C-ESMP performance.
- Put in place controls and procedures to manage their ESHS performance.
- Get prior written approval from UNOPS Engineers before starting construction or rehabilitation activities.

### **ESHS Training**

The Contractor shall:

- Determine ESHS training needs in collaboration with UNOPS
- Maintain records of all ESHS training, orientation, and induction.
- Ensure, through appropriate contract specifications and monitoring that service providers, as well as contracted and subcontracted labor, are trained adequately before assignments begin.
- Demonstrate that its employees are competent to carry out their activities and duties safely. For this purpose, the Contractor shall issue a Competence Certificate for every person working on site (relative to trade and aspect of work assignment) that specifies which tasks can be undertaken by which key personnel.

#### ***Orientation Training***

The Contractor shall:

- Provide ESHS orientation training to all employees, including management, supervisors, and workers, as well as to subcontractors, so that they are apprised of the basic site rules of work at/on the site and of personal protection and preventing injury to fellow employees.

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<sup>11</sup> The ESHS requirements build on the General EHS Guidelines of the World Bank Group, but also take into account other World Bank guidelines, and good practice notes

- Training should consist of basic hazard awareness, site-specific hazards, safe work practices, and emergency procedures for fire, evacuation, and natural disaster, as appropriate. Any site-specific hazard or color coding in use should be thoroughly reviewed as part of orientation training.

### ***Visitor Orientation***

The Contractor shall:

- Establish an orientation program for visitors, including vendors, that could access areas where hazardous conditions or substances may be present.
- Visitors shall not enter hazard areas unescorted.
- Ensure that visitors shall always be accompanied by an authorized member of the contractor, or a representative of UNOPS or of its Implementing Partners, who has successfully fulfilled the ESHS orientation training, and who is familiar with the project site construction hazards, layout, and restricted working areas.

### ***New Task Employee and Contractor Training***

The Contractor shall:

- Ensure that all workers and subcontractors, prior to commencement of new assignments, have received adequate training and information enabling them to understand work hazards and to protect their health from hazardous ambient factors that may be present. The training should adequately cover the step-by-step process that is needed for Project activities to be undertaken safely, with minimum harm to the environment, including:
  - Knowledge of materials, equipment, and tools
  - Known hazards in the operations and how they are controlled
  - Potential risks to health
  - Precautions to prevent exposure
  - Hygiene requirements
  - Wearing and use of protective equipment and clothing
  - Appropriate response to operation extremes, incidents and accidents

## **Construction Site Management**

### ***Vegetation***

The Contractor shall:

- Prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the construction site
- Protect all trees and vegetation from damage by construction operations and equipment, except where clearing is required for permanent works, approved construction roads, or excavation operations
- Revegetate damaged areas on completion of the Works, and for areas that cannot be revegetated, scarifying the work area to a condition that will facilitate natural revegetation, provide for proper drainage, and prevent erosion
- Use, as much as possible, local species for replanting and species that are not listed as a noxious weed
- Repair, replant, reseed or otherwise correct, as directed by UNOPS or its representative, and at the Contractor's own expense, all unnecessary destruction, scarring, damage, or defacing of the landscape resulting from the Contractors operations
- Transport labor and equipment in a manner to avoid as much as possible damage to grazing land, crops, and property

### ***Protection of the Existing Installations***

The Contractor shall:

- Safeguard all existing buildings, structures, works, pipes, cables, sewers, or other services or installations from harm, disturbance or deterioration during construction activities
- Coordinate with local authorities to identify existing infrastructure that might not be visible
- Repair any damage caused by the Contractor's activities, in coordination with concerned authorities.
- Take all reasonable precautions to prevent or reduce any disturbance or inconvenience to the owners, tenants or occupiers of properties to the construction activities, and more generally to the public
- Maintain safe access to public and private properties that might be affected by construction activities. If necessary, provide acceptable alternative means of passage or access to the satisfaction of the persons affected.
- Avoid working during night hours

### ***Waste from Construction Activities***

The Contractor shall:

- Collect and properly manage all solid wastes resulting from the construction activities, including construction debris and spoils, to prevent the contamination of soil and groundwater
- Remove unneeded excavation material from construction sites as soon as possible
- Agree with relevant municipalities about construction waste disposal
- Carefully select waste disposal sites, to be approved by UNOPS or its Implementing Partner
- Minimize littering of roads by ensuring that vehicles are licensed and loaded in such a manner as to prevent falling off or spilling of construction materials, and by sheeting the sides and tops of all vehicles carrying mud, sand, other materials or debris
- Transfer construction waste to assigned places in the selected waste disposal sites with documented confirmation.
- Properly dispose of solid waste and debris at designated permitted sites waste disposal sites allocated by the local authorities and obtain a receipt of waste from the authorized landfill authority.

### ***Air Quality***

The most common pollutant involved in fugitive emissions is dust or particulate matter (PM) that is released during the transport and open storage of solid materials, and from exposed soil surfaces, including unpaved roads. Accordingly, the Contractor shall:

- Use dust control methods, such as covers, water suppression, or increased moisture content for open materials storage piles, or controls, including air extraction and treatment through a baghouse or cyclone for material handling sources, such as conveyors and bins;
- Use water suppression for control of loose materials on paved or unpaved road surfaces. Oil and oil by-products are not a recommended method to control road dust.
- Use wheel washes at quarries, ready-mix plants, construction sites, and other facilities to prevent track-out of mud, dust and dirt on to public road.
- Regularly clean road surfaces within the construction sites to remove accumulated fine material, and regularly clean transportation vehicles.
- Cover open bodied trucks handling sand, gravel or earth.
- Minimize smoke from diesel engines by regular and proper maintenance, in particular by ensuring that the engine, injection system and air cleaners are in good condition.

### ***Hazardous and Toxic Materials***

Toxic and deleterious wastes resulting from the Contractor's activities require special attention in order to forestall their introduction into the natural environment which could result in harm to people, aquatic life or natural growth of the area. Accordingly, the Contractor shall:

- Train workers regarding the handling of hazardous materials
- Label using easily understandable symbols, and provide material safety data sheets, for chemical substances and mixtures according to the Globally Harmonized System (GHS) of classification and labelling of chemicals.
- Store hazardous materials as per the statutory provisions of the Manufactures, Storage and Import of Hazardous Chemicals Rules (1989), under the Environment (Protection) Act, 1986.
- Provide adequate secondary containment for fuel storage tanks and for the temporary storage of other fluids such as lubricating oils and hydraulic fluids,
- Use impervious surfaces for refueling areas and other fluid transfer areas
- Train workers on the correct transfer and handling of fuels and chemicals and the response to spills
- Provide portable spill containment and cleanup equipment on site and training in the equipment deployment
- Deposit or discharge toxic liquids, chemicals, fuels, lubricants and bitumen into containers for salvage or subsequent removal to off-site locations.
- Treat hazardous waste separately from other waste
- Avoid the storage or handling of toxic liquid adjacent to or draining into drainage facilities.
- Keep absorbent materials or compounds on Site in sufficient quantities corresponding to the extent of possible spills.
- Locate landfill pits for the disposal of solid waste at least 100 m from water courses, and fencing them off from local populations.
- Ensure adequate primary treatment of sanitation effluents and installing septic tanks away from village watering points.

### ***Area Signage***

The Contractor shall:

- Appropriately mark hazardous areas.
- Install warning signs
- Ensure that signage is in accordance with international standards and is well known to, and easily understood by workers, visitors and the general public as appropriate.
- Demarcate work sites with safety tape, fencing or barricades, as appropriate, to prevent unauthorized access to the construction sites
- Safeguard public safety by covering holes and by installing guardrails along temporary pathways.

### ***Borrow Pits and Quarries<sup>12</sup>***

Materials required for site fill, backfill or the construction of permanent works that are not available from the surface will be obtained from borrow areas and quarries that the Contractor will identify, subject to approval by the UNOPS or its Implementing Partners.

The Contractor shall adhere to the following standards when siting, developing, operating, and reinstating borrow pits and quarries:

- Obtain all necessary permits for borrow pits and quarry operations.

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<sup>12</sup> Contractors should consider doing borrow pits on a willing-buyer willing-seller (renter) basis to avoid involuntary land acquisition.

- Locate quarry sites as far away from settlements as possible. Quarry operations will produce noise and dust that will impact on nearby inhabitants even if controls are imposed.
- Fence and secure quarry sites. Steep quarry faces are a hazard to people and livestock.
- Locate borrow pits and quarries at least 100 m from watercourses or human habitations.
- Conduct a pre-blasting inspection/survey, in consultation with residents/property owners, prior to operating a quarry, to document the existing condition of buildings and identify any sensitive structures, building components or contents. The site conditions and the inspection information should be used to design the blasting operation to avoid any effects to property.
- Locate, to the extent possible, borrow pits on land that is not used for cultivation and is not wooded.
- Avoid areas of local historical or cultural interest and locate pits more than 25 m of grave sites.
- Hide, to the extent possible, pits from the road. Quarries and borrow pits should be designed to minimize visible scarring of the landscape.
- Develop a borrow pits and quarry management plan, including a plan to reinstate borrow pits and quarry sites as closely as possible to their original state

### ***Location of Worker Camps***

The Contractor shall:

- Consult and negotiate with local stakeholders before proposing a location for its camps.
- Submit the proposed locations to UNOPS or its Implementing Partner for approval, including a justification for their location, as well proposed measures to mitigate the environmental and social risks and impacts around the camp and to enhance social benefits.

### ***Decommissioning of Camps, Worksites and Plant***

The Contractor shall:

- Clear construction sites of any equipment or waste, and ensuring that the sites are free from contamination.
- Dispose of or recycle any equipment or waste in an appropriate and environmentally sound manner.
- Hand construction sites over to the original owners, taking into account his/her wishes and national legislation.

### **Occupational Health and Safety**

Contractors will collaborate with other contractors in applying health and safety requirements, when workers from more than one contractor are working together in one location, without prejudice to the responsibility of each party for the health and safety of its own workers.

### ***Severe Weather and Facility Shutdown***

The Contractor shall:

- Design and build work place structures to withstand the expected elements for the region and designate an area designated for safe refuge, if appropriate.
- Develop Standard Operating Procedures (SOPs) for project or process shut-down, including an evacuation plan.

### ***Lavatories and Showers***

The Contractor shall:

- Provide adequate lavatory facilities (toilets and washing areas) for the number of people expected to work at the construction sites, and make allowances for segregated facilities, or for indicating whether the toilet facility is “In Use” or “Vacant”.
- Provide toilet facilities with adequate supplies of hot and cold running water, soap, and hand drying devices.
- Where workers may be exposed to substances poisonous by ingestion and skin contamination may occur, provide facilities for showering and changing into and out of street and work clothes.

### ***Potable Water Supply***

The Contractor shall:

- Provide adequate supplies of potable drinking water from a fountain with an upward jet or with a sanitary means of collecting the water for the purposes of drinking
- Ensure that water supplied to areas of food preparation or for the purpose of personal hygiene (washing or bathing) meets drinking water quality standards

### ***Clean Eating Area***

The Contractor shall:

- Where there is potential for exposure to substances poisonous by ingestion, make suitable arrangements to provide clean eating areas where workers are not exposed to the hazardous or noxious substances

### ***Personal Protective Equipment (PPE)***

The Contractor shall:

- Identify and provide at no cost appropriate PPE to workers, the workers of subcontractors, as well as to visitors, which gives adequate protection without incurring unnecessary inconvenience to the individual
- Ensure that the use of PPE is compulsory.
- Provide sufficient training in the use, storage and maintenance of PPE to its workers and workers of its subcontractors.
- Properly maintain PPE, including cleaning when dirty and replacement when damaged or worn out;
- Determine requirements for standard and/or task-specific PPE based on of Job specific Safety Analysis (JSA);
- Consider the use of PPE as a last resort when it comes to hazard control and prevention, and always refer to the hierarchy of hazard controls when planning a safety process.

### ***Noise***

Institute appropriate measures to reduce the exposure of workers to construction noise, including but not limited to:

The Contractor shall:

- Avoid exposure to a noise level greater than 85 dB(A) for a duration of more than 8 hours per day without hearing protection. In addition, no unprotected ear should be exposed to a peak sound pressure level (instantaneous) of more than 140 dB(C).
- Enforce the use of hearing protection should be enforced actively when the equivalent sound level over 8 hours reaches 85 dB(A), the peak sound levels reach 140 dB(C), or the average maximum sound level reaches 110 dB(A).

- Provide hearing protective devices capable of reducing sound levels at the ear to at most 85 dB(A).
- Reduce the “allowed” exposure period or duration by 50 percent for every 3 dB(A) increase in in excess of 85 dB(A).
- Perform periodic medical hearing checks on workers exposed to high noise levels.
- Rotate staff to limit individual exposure to high levels.
- Install practical acoustical attenuation on construction equipment, such as mufflers.
  - Use silenced air compressors and power generators
  - Keep all machinery in good condition
  - Install exhaust silencing equipment on bulldozers, compactors, crane, dump trucks, excavators, graders, loaders, scrapers and shovels.
- Post signs in all area where the sound pressure level exceeds 85 dB(A).
- Shut down equipment when not directly in use
- Provide advance notice to occupants if an activity involving high level impact noise is in close proximity to buildings.

### ***Working in Sewers***

The Contractor shall:

- Ensure that a safety supervisor/officer is onsite at all times.
- Supervise and control all access to sewers, and maintain logbook of all workers working in sewers, including worker’s names, start time and finish time.
- Control access to each sewer that is worked on, to ensure that only workers with a specific written permission and Permit to Work (PTW) in confined spaces can enter.
- Ensure that: (i) all workers in a sewer are in continuous communication with an above ground safety watcher at the top of the manhole and a safety supervisor; (ii) a trained first aid responder is always available on site, with ready access to a first aid kit and oxygen; (iii) the above ground crew has the means to rescue workers in the sewer in the event of an emergency and to transport affected workers ; (iv) the nearest well-equipped health facility has been identified, and the time required to reach it has been assessed.
- Rotate all workers in a sewer after one shift.
- Properly ventilate sewers and confirm that each sewer is free from any toxic and harmful gases, or any other risks, before allowing access to it.
- Ensure that all workers entering a sewer are properly trained regarding the risks of working in a sewer and the required safety measures.
- Ensure that all workers entering a sewer or other confined spaces wear appropriate PPE, including: (i) for above groundwork: full face respiratory cartridge, disposable coverall/overall, safety footwear with disposable boot cover.) for upper ground work; (ii) for underground work; a Self-Contained Breathing Apparatus, eye protection (safety goggles), hard hat/helmet, gloves, disposable overalls and boot cover, full body harness, and lifeline.
- Provide proper access and egress to sewers through sanitation manholes.
- Limit work in sewers to daytime only. Work in sewers at night is proscribed.
- Never allow a worker to be in a sewer by himself.
- Provide suitable lighting inside the sewers during work hours.
- Vaccinate all workers working in sewers against the diseases that might infect them because of working in sewers

### ***First Aid and Accidents***

The Contractor shall:

- Ensure that qualified first-aid by qualified personnel is always available. Appropriately equipped first-aid stations should be easily accessible throughout the place of work.
- Provide workers with rescue and first-aid duties with dedicated training so as not to inadvertently aggravate exposures and health hazards to themselves or their co-

workers. Training would include the risks of becoming infected with blood-borne pathogens through contact with bodily fluids and tissue.

- Provide eye-wash stations and/or emergency showers close to all workstations where immediate flushing with water is the recommended first-aid response.
- Provide dedicated and appropriately equipped first-aid room(s) where the scale of work or the type of activity being carried out so requires.
- Equip first aid stations and rooms with gloves, gowns, and masks for protection against direct contact with blood and other body fluids.
- Make widely available written emergency procedures for dealing with cases of trauma or serious illness, including procedures for transferring patient care to an appropriate medical facility.
- Immediately report all accidental occurrences with serious accident potential such as major equipment failures, contact with high-voltage lines, exposure to hazardous materials, slides, or cave-ins to UNOPS.
- Immediately investigate any serious or fatal injury or disease caused by the progress of work by the Contractor and submit a comprehensive report to UNOPS.

### ***Communicable Diseases***

Sexually transmitted diseases (STDs), such as HIV/AIDS, are the communicable diseases of most concern because of labor mobility. Recognizing that no single measure is likely to be effective in the long term, the Contractor shall implement a combination of behavioral and environmental modifications to mitigate communicable diseases:

- Conduct Information, Education and Consultation Communication (IEC) campaigns, at least every other month, addressed to all construction site staff (including all the Contractor's employees, all subcontractors of any tier, consultants' employees working on the site, and truck drivers and crew making deliveries to the site for Works and Services executed under the Contract, concerning the risks, dangers and impact, and appropriate avoidance behavior of communicable diseases.
- Provide for active screening, diagnosis, counselling and referral of workers to a dedicated national STD and HIV/AIDS program, (unless otherwise agreed) for all Site staff and labor.
- Provide male or female condoms to all Site staff and workers, as appropriate.
- Provide treatment through standard case management in on-site or community health care facilities.
- Ensure ready access to medical treatment, confidentiality and appropriate care, particularly with respect to migrant workers.
- Promote collaboration with local authorities to enhance access of workers families and the community to public health services and ensure the immunization of workers against common and locally prevalent diseases.
- Provide basic education on the conditions that allow the spread of other diseases such as COVID-19, Lassa Fever, Cholera and Ebola. The training should cover sanitary hygiene education.
- Prevent illness in immediate local communities by:
  - Implementing an information strategy to reinforce person-to-person counselling addressing systemic factors that can influence individual behavior as well as promoting individual protection, and protecting others from infection, by encouraging condom use
  - Training health workers in disease treatment
  - Conducting immunization programs for workers in local communities to improve health and guard against infection
  - Providing health services
  - Contracting an HIV service provider to be available on-site

### ***COVID-19<sup>13</sup>***

In the context of the COVID-19 pandemic, Contractors shall develop and implement measures to prevent or minimize an outbreak of COVID-19, and develop procedures indicating what should be done if a worker gets sick. The Contractor shall:

- Assess the characteristics of the workforce, including those with underlying health issues or who may be otherwise at risk
- Confirm that workers are fit for work, including temperature testing and refusing entry to sick workers
- Consider ways to minimize entry/exit to site or the workplace, and limit contact between workers and the community/general public
- Train workers on hygiene and other preventative measures, and implement a communication strategy for regular updates on COVID-19 related issues and the status of affected workers
- Treat workers who are or should be self-isolating and/or are displaying symptoms
- Assess risks to continuity of supplies of medicine, water, fuel, food and PPE, taking into account international, national and local supply chains
- Reduce, store and dispose of medical waste
- Adjust work practices, to reduce the number of workers and increase social distancing
- Expand health facilities on-site compared to usual levels, develop relationships with local health care facilities and organize for the treatment of sick workers
- Build worker accommodations further apart, or having one worker accommodation in a more isolated area, which may be easily converted to quarantine and treatment facilities, if needed
- Establish a procedure to follow if a worker becomes sick (following WHO guidelines)
- Implement a communication strategy with the community, community leaders and local government in relation to COVID-19 issues on the site.

### ***Vector-Borne Diseases***

Reducing the impact of vector-borne disease on the long-term health of workers is best accomplished by implementing diverse interventions aimed at eliminating the factors that lead to disease. The Contractor, in close collaboration with community health authorities, shall implement an integrated control strategy for mosquito and other arthropod-borne diseases that includes the following measures:

- Prevent of larval and adult propagation through sanitary improvements and elimination of breeding habitats close to human settlements
- Eliminate unusable impounded water
- Increase water velocity in natural and artificial channels
- Consider the application of residual insecticide to dormitory walls
- Implement integrated vector control programs
- Promote the use of repellents, clothing, netting, and other barriers to prevent insect bites
- Use chemoprophylaxis drugs by non-immune workers and collaborating with public health officials to help eradicate disease reservoirs
- Monitor and treat circulating and migrating populations to prevent disease reservoir spread
- Collaborate and exchange in-kind services with other control programs in the project area to maximize beneficial effects
- Educate project personnel and area residents on risks, prevention, and available treatment
- Monitor communities during high-risk seasons to detect and treat cases
- Distribute appropriate education materials
- Follow safety guidelines for the storage, transport, and distribution of pesticides to minimize the potential for misuse, spills, and accidental human exposure

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<sup>13</sup> Based on the World Bank COVID-19 LMP Template, April 16, 2020

## Road safety and Traffic Safety

The Contractor shall ensure traffic safety by all project personnel during displacement to and from the workplace, and during the operation of project equipment on private or public roads. The Contractor shall adopt best transport safety practices across all aspects of project operations with the goal of preventing traffic accidents and minimizing injuries suffered by project personnel and the public, including:

- Emphasize safety aspects among drivers
- Improve driving skills and requiring licensing of drivers
- Institute defensive driving training for all drivers prior to starting their job
- Adopt limits for trip duration and arranging driver rosters to avoid overtiredness
- Avoid dangerous routes and times of day to reduce the risk of accidents
- Use speed control devices (governors) on trucks, and remote monitoring of driver actions
- Require that drivers and co-passengers wear seatbelts, and duly sanction defaulters.
- Regularly maintain vehicles and use manufacturer approved parts to minimize potentially serious accidents caused by equipment malfunction or premature failure.

Where the project may contribute to significant changes in traffic along existing roads the Contractor shall:

- Commence activities that affect public motorways and highways, only after all traffic safety measures necessitated by the activities are fully operational.
- Arrange diversions for providing alternative routes for transport and/or pedestrians
- Minimize pedestrian interaction with construction vehicles, particularly at crossing points to schools, markets, and any animal crossing points of significance, through appropriate signage, engineered footpaths or traffic slowing devices.
- Organize meaningful road accident awareness events at all roadside schools and communities within 150 meters of the road centerline, covering safe road crossing, road accident hazards from weather conditions and vehicle roadworthiness, overloading and driver alertness, dangers posed by parked and broken-down vehicles, etc.
- Collaborate with local communities and responsible authorities to improve signage, visibility and overall safety of roads, particularly along stretches located near schools or other locations where children may be present.
- Collaborate with local communities on education about traffic and pedestrian safety (e.g. school education campaigns).
- Coordinate with emergency responders to ensure that appropriate first aid is provided to all affected persons in the event of accidents.
- Use locally sourced materials, whenever possible, to minimize transport distances, and locate associated facilities such as worker camps close to project sites.
- Employ safe traffic control measures, including road signs, traffic cones, removable barriers, and flag persons to warn of dangerous conditions.

## Cultural Heritage<sup>14</sup>

The Contractor shall:

- Develop and adopt a Chance Find Procedure that outlines the actions to be taken if previously unknown cultural heritage is encountered, including:
  - determine whether cultural heritage is expected to be found, either during construction or operations
  - train construction crews and supervisors to spot potential archaeological finds
  - keep records and ensure expert verification
  - provide chain of custody instructions for movable finds
  - notify the Department of Archaeology at the Ministry of Culture or a local

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<sup>14</sup> Particular care must be taken when opening or operating quarries

- university, for quick assessment and action
- define clear criteria for potential temporary work stoppages required for rapid disposition of issues related to the finds.
- Avoid indirect damage to existing cultural heritage, such as affecting masonry through vibration

## **Emergencies**

The Contractor shall:

- Establish and maintain an emergency preparedness and response system, in collaboration with appropriate and relevant third parties including to cover: (i) the contingencies that could affect personnel and facilities of the project to be financed; (ii) the need to protect the health and safety of project workers; (iii) the need to protect the health and safety of the Affected Communities. The emergency preparedness and response system shall include:
  - Identification of the emergency scenarios
  - Specific emergency response procedures
  - Training of emergency response teams
  - Emergency contacts and communication systems/protocols (including communication with Affected Communities when necessary)
  - Procedures for interaction with government authorities (emergency, health, environmental authorities)
  - Permanently stationed emergency equipment and facilities (e.g., first aid stations, firefighting equipment, spill response equipment, personal protection equipment for the emergency response teams)
  - Protocols for the use of the emergency equipment and facilities
  - Clear identification of evacuation routes and muster points
  - Emergency drills and their periodicity based on assigned emergency levels or tiers
  - Decontamination procedures and means to proceed with urgent remedial measures to contain, limit and reduce pollution within the physical boundaries of the project property and assets to the extent possible.

## **Stakeholder Engagement**

As part of the overall Project Stakeholder Engagement<sup>15</sup>, The Contractor will undertake a process of stakeholder engagement with representative persons and communities directly affected by the activities it undertakes, including if necessary, the public disclosure of its C-ESMP. The Contractor shall also maintain throughout the Project good relations with local communities and will give these communities prior notice of plans and schedules as they might affect local people.

The stakeholder engagement process will also be applicable in the event of land acquisition associated with changes in the footprint of activities.

## **Labour Force Management**

### ***Labour Influx***

The Contractor shall:

- Establish worker camps when accommodation supply is insufficient for workers, including subcontractors and associated support staff
- Locate worker camps away from environmentally sensitive areas
- Build additional/separate roads to project and workers' camp sites
- Organize the commute from camp to project to reduce traffic

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<sup>15</sup> The overall process of stakeholder engagement is described in the Project Stakeholder Engagement Plan (SEP)

- Ensure workers' camp and associated facilities are connected to a septic tank or other wastewater systems that are appropriate and of sufficient capacity for the number of workers and local conditions
- Avoid contamination of fresh water sources
- Provide opportunities for workers to regularly return to their families
- Provide opportunities for workers to take advantage of entertainment opportunities away from rural host communities
- Ensure that children and minors are not employed directly or indirectly on the project, and keep registration and proof of age for all employees on-site.
- Pay adequate salaries for workers to reduce incentive for theft
- Pay salaries into workers' bank accounts rather than in cash
- Get an appropriate mix of locally and non-locally procured goods to allow local project benefits while reducing risk of crowding out of and price hikes for local consumers
- Create supervised leisure areas in workers' camp;
- Establish substance abuse prevention and management programs
- Hire workers through recruitment offices, and avoid hiring "at the gate" to discourage spontaneous influx of job seekers
- Identify authorized water supply source and prohibiting use from other community sources;
- Separate service providers for community and workers' camp/construction site;
- Put in place measures to reduce water and electricity consumption;
- Employ locals to the extent possible;
- Develop and adopt a Gender Action Plan to promote the transfer of construction skills to local women, to facilitate their employment at the Project site, including training and recruitment targets.

### ***Labor Conditions***

The Contractor shall:

- Implement the measures and commitments defined in the Labor Management Procedures. A copy of the LMP can be found in the Project ESMF
- Provide all workers with terms and conditions that comply with Yemeni Labor Legislation, most particularly Decree 5/1995) and applicable International Labour Organization conventions on workplace conditions.
- Put in place workplace processes 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.
- Avoid all forms of forced or compulsory labor, i.e., all work or service which is exacted from any person under the threat of a penalty and for which the person has not offered himself or herself voluntarily.

### ***Insurance***

The Contractor shall:

- Protect the health of workers involved in onsite activities, as indicated in Chapter X of Yemen's Labor Code
- Compensate any employee for death or injury

### ***Grievance Mechanism for Workers***

The Contractor shall put in place a Grievance Mechanism for its workers and the workers of its subcontractors that is proportionate to its workforce. The GM for workers shall be distinct from the

Project level Grievance Mechanism described in the Project Stakeholder Engagement Plan (SEP) for affected individuals and communities, and 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.

### ***Protection from Sexual Exploitation and Abuse<sup>16</sup>***

The Contractor shall:

- Provide repeated training and awareness raising to the workforce about refraining from unacceptable conduct toward local community members, specifically women
- Inform workers about national laws that make sexual harassment and gender-based violence a punishable offence which is prosecuted
- Prohibit its employees from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.
- Develop a system to capture gender-based violence, sexual exploitation and workplace sexual harassment related complaints/issues.
- Adopt a policy to cooperate with law enforcement agencies in investigating complaints about gender-based violence.

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<sup>16</sup> UNOPS has prepared a Sexual Abuse and Exploitation (SEA) and Sexual Harassment (SH) Prevention and Response Plan for the Project

### ***Protection from Child Labor***

The Contractor shall:

- Verify that workers are older than 18 when hiring
- Exclude all persons under the age of 18.
- Review and retain copies of verifiable documentation concerning the age of workers

### ***Code of Conduct***

The Contractor shall ensure that all employees, including those of subcontractors, are informed about and sign the following Code of Conduct:

#### **CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL**

We the Contractor [enter name of Contractor] have signed a contract with UNOPS for [enter description of the activities]. These activities will be carried out at [enter the Site and other locations where the activities will be carried out]. Our contract requires us to implement measures to address environmental and social risks related to the activities, including the risks of sexual exploitation and assault and gender-based violence.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the activities. It applies to all our staff, including laborers and other employees at the at all the places where the activities are being carried out. It also applies to the personnel of every subcontractor and any other personnel assisting us in the execution of the activities. All such persons are referred to as "Contractor's Personnel" and are subject to this Code of Conduct.

***This Code of Conduct identifies the behavior that we require from all Contractor's Personnel.***

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

#### **Required Conduct**

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment including by:
4. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
5. wearing required personal protective equipment;
6. using appropriate measures relating to chemical, physical and biological substances and agents; and
7. following applicable emergency operating procedures.
8. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
9. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
10. not engage in any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other unwanted verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
11. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. In Bank financed projects, sexual exploitation occurs when access to or benefit from Bank financed Goods, Works, Consulting or Non-consulting services is used to extract sexual gain;

12. not engage in Sexual Assault, which means sexual activity with another person who does not consent. It is a violation of bodily integrity and sexual autonomy and is broader than narrower conceptions of “rape”, especially because (a) it may be committed by other means than force or violence, and (b) it does not necessarily entail penetration.
13. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
14. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation and Assault (SEA);
15. report violations of this Code of Conduct; and
16. Not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the Grievance mechanism for Contractor’s Personnel or the project’s Grievance Mechanism.

### **Raising Concerns**

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contacting the Individual designated by the Contractor [enter name of Contact]
  2. In writing at this address [ ]
  3. By telephone at [ ]
  4. In person at [ ]
  5. Calling [ ] to reach the Contractor’s hotline and leave a message (if available)

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

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

### **Consequences of Violating the Code of Conduct**

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

### **For Contractor’s Personnel**

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

Name of Contractor’s Personnel: [insert name]

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

Countersignature of authorized representative of the Contractor:

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

A copy of the code shall be displayed in a location easily accessible to the community and project affected people. It shall be provided in languages comprehensible to the local community, Contractor’s personnel (including sub-contractors and day workers), Contractor, and affected persons.]

### **Contractor Environmental and Social Reporting**

The Contractor shall report major work-related incidents, accidents or loss of life to UNOPS or the relevant Implementing Partner within 24 hours of their occurrence.

The Contractor shall monitor, keep records and report on the following environmental and social issues:

- *Safety*: hours worked, lost time injury (LTI), lost workdays, recordable incidents and corresponding Root Cause Analysis (lost time incidents, medical treatment cases), first aid cases, high potential near misses, and remedial and preventive activities required (for example, revised job safety analysis, new or different equipment, skills training, and so forth).
- *Environmental incidents and near misses*: environmental incidents and high potential near misses and how they have been addressed, what is outstanding, and lessons learned.
- *Major works*: those undertaken and completed, progress against project schedule, and key work fronts (work areas).
- *ESHS requirements*: noncompliance incidents with permits and national law (legal noncompliance), project commitments, or other ESHS requirements component
- *ESHS inspections and audits*: by Contractor, UNOPS and its Implementing Partners, or others—to include date, inspector or auditor name, sites visited and records reviewed, major findings, and actions taken.
- *Workers*: list of workers at each site, confirmation of ESHS training, indication of origin (expatriate, local, nonlocal nationals), gender, age with evidence that no child labor is involved, and skill level (unskilled, skilled, supervisory, professional, management).
- *Training on ESHS issues*: including dates, number of trainees, and topics.
- *Footprint management*: details of any work outside boundaries or major off-site impacts caused by ongoing construction—to include date, location, impacts, and actions taken.
- *External stakeholder engagement*: highlights, including formal and informal meetings, and information disclosure and dissemination—to include a breakdown of women and men consulted and themes coming from various stakeholder groups, including vulnerable groups (e.g., disabled, elderly, children, etc.).
- *Details of any security risks*: details of risks the Contractor may be exposed to while performing its work—the threats may come from third parties external to the project.
- *Worker grievances*: details including occurrence date, grievance, and date submitted; actions taken and dates; resolution (if any) and date; and follow-up yet to be taken—grievances listed should include those received since the preceding report and those that were unresolved at the time of that report.
- *External stakeholder grievances*: grievance and date submitted, action(s) taken and date(s), resolution (if any) and date, and follow-up yet to be taken—grievances listed should include those received since the preceding report and those that were unresolved at the time of that report. Grievance data should be gender-disaggregated.
- *Major changes to Contractors environmental and social practices*.
- *Deficiency and performance management*: actions taken in response to previous notices of deficiency or observations regarding ESHS performance and/or plans for actions to be taken should continue to be reported to UNOPS until it determines the issue is resolved satisfactorily.

### Annex 3. UNOPS HSSE Action Items Tracker



## HSSE ACTION ITEMS TRACKER

WORK SITE: _____ UPDATED ON: _____ UNOPS Site Engineers: _____ UNOPS HSE Responsible: _____	OVER ALL RESPONSIBILITY: _____ MAINTAINED BY: _____ REVIEWED BY: _____ APPROVED BY: _____	LEGEND: <div style="display: flex; align-items: center; margin-bottom: 5px;"> <div style="width: 20px; height: 10px; background-color: #90EE90; margin-right: 5px;"></div>                 CLOSED             </div> <div style="display: flex; align-items: center; margin-bottom: 5px;"> <div style="width: 20px; height: 10px; background-color: #FF8C00; margin-right: 5px;"></div>                 ONGOING             </div> <div style="display: flex; align-items: center;"> <div style="width: 20px; height: 10px; background-color: #FF0000; margin-right: 5px;"></div>                 OPEN             </div>	STATUS: #DIV/0! #DIV/0! #DIV/0!
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PRIORITY CLASSIFICATION: **A1** = IMMEDIATE ACTION; **A2** = CORRECT WITHIN 24 Hrs; **B3** = CORRECT WITHIN 3 DAYS; **C** = ABOVE THREE DAYS

N°	Priority	Responsibility	Identified by	OBSERVATION	Date Reported	ACTIONS	Target Date	Status	Date Closed	Follow up