

**Republic of Yemen**

**Updated  
LABOR MANAGEMENT PROCEDURES**

**By  
World Health Organization**

**For  
Yemen Emergency Human Capital Project Second Additional  
Financing  
(P176570)**

## Contents

1.	Introduction .....	3
2.	Overview of labor use on the project .....	3
2.1	Direct workers .....	4
2.2	Contracted Workers .....	6
2.3	Primary Supply Workers .....	7
3.	Assessment of key potential labor risks .....	10
4.	Brief overview of labor legislation: terms and conditions .....	13
5.	Brief overview of labor legislation: occupational health and safety .....	15
6.	Responsible staff .....	17
7.	Policies and procedures .....	18
8.	Age of employment .....	19
9.	Terms and conditions .....	20
10.	Grievance mechanism .....	20
11.	Contractor management .....	22
12.	Primary supply workers .....	23
	Annex I: Code of Conduct .....	24
	Annex II Comparison of ESS2 requirements and requirements under the Yemeni Labor Code Law 95/05 .....	27
	Annex III Social Security Law .....	47

## 1. Introduction

The Yemen Emergency Human Capital Project (EHCP) P176570 (the parent project) is jointly implemented in the Republic of Yemen by World Health Organization (WHO), United Nations Children's Fund (UNICEF) and United Nations Office for Project Services (UNOPS) with the support of the World Bank. The project development objective is to provide essential health, nutrition, water, and sanitation services to the population of Yemen. Second additional financing (AF2) project (P176570) for the EHCP is planned in which similar components/activities under parent project and AF1 will be financed and implemented. Unless specified, the term "project" hereinafter is referring to EHCP parent, AF1 and AF2.

This updated Labor Management Procedures (LMP) is relevant to WHO intervention and will apply to parent, AF1 and AF2 projects. These procedures set out the way in which project workers will be managed in accordance with the requirements of national labor laws and the World Bank's Environmental and Social Framework (ESF) under Standard 2 on Labor and Working Conditions (ESS2).

The purpose of the updated LMP is to address the way in which the ESS2 provisions will apply to different categories of project workers, identify the main labor requirements and risks associated with the project, including maintaining a safe working environment for workers.

The World Health Organization, United Nations Children's Fund, and United Nations for Project Services (hereinafter, WHO, UNICEF and UNOPS or the Recipients) shall jointly implement the parent, AF1 and AF2 with the involvement of selected implementing partners, i.e., local agencies that the Recipient may engage to facilitate implementation of the Project. The International Development Association (hereinafter the Association) has agreed to provide financing for the Project.

The Project management Unit (PMU) within the WHO established to carry out key functions relevant to WHO intervention such as coordination, fiduciary, monitoring and evaluation, and reporting. The PMU is led by a director.

- ESS2: Labor and Working Conditions objectives are as follow:
- To promote safety and health conditions at work.
- To promote fair treatment, non-discrimination, and equal opportunity for project workers.
- To protect project workers, including vulnerable workers such as women, persons with disabilities, children (of working age, in accordance with this ESS) and migrant workers, contracted workers, community workers, and primary supply workers, as appropriate.
- To prevent the use of all forms of forced labor and child labor.
- To support the principles of freedom of association and collective bargaining of project workers in a manner consistent with national law.
- To provide project workers with accessible means to raise workplace concerns.

## 2. OVERVIEW OF LABOR USE ON THE PROJECT

ESS2 categorizes project workers into direct workers, contracted workers, community workers, and primary supply workers. The parent, AF1 and AF2 projects will involve: (i) Direct workers who will be engaged directly by WHO, (ii) Contracted workers (people employed or engaged by third party contractors), and (iii) primary supply workers (staff employed by suppliers providing goods and supplies directly to the stores). WHO will not engage with community

workers in the parent, AF1 and AF2. Activities to be implemented under AF2 are the same as in parent and AF1, therefore there is no need to increase the number of workers.

## 2.1 Direct workers

The sub-categories and characteristics of direct workers are outlined as follow:

### *Project Management Unit (PMU)*

#### **Number of PMU Workers**

Direct workers include the Project Management Unit. The estimated number of direct workers in the WHO/PMU would be around 21 workers of various disciplines. In addition, several other WHO staff will contribute to project implementation. The direct workers listed below are under WHO/PMU:

No	Title	International/National	Qty
1	Project Manager	International	1
2	Project Management Officer	International	1
3	Health & Knowledge Management Officer	International	1
4	Grants Management Officer	National	1
5	Environmental Safeguards Officer	National	1
6	Social Safeguards Officer	National	1
7	Gender Based Violence officer	National	1
8	WASH Officer	National	1
9	Supplies ME Officer	National	1
10	M&E Officer	National	1
11	Technical Officer (Program Officer)	National	1
12	Technical Officer (Hospital Services)	National	1
13	Technical Officer- Aden and Hadhramout	National	1
14	Communications Officer	National	1
15	Procurement Officer	National	1
16	Program Assistant	National	1
17	Program/ Team Assistants	National	2
18	Nutrition Officer	National	1
19	Info Management Officer	National	1
20	Health Economist	National	1
21	Technical Officer (Coordinator)	National	1

### *Characteristics of PMU Workers*

The PMU workers are Yemeni Nationals and International Staff, who are professional workers and would be a mix of males and females and none under the age of 18. The PMU encourages the appointment of women.

The Project management Unit (PMU) inside WHO is established to carry out such key functions as coordination, fiduciary, monitoring and evaluation, and reporting.

The PMU will be responsible for day-to-day coordination of the Project activities, including:

- i. Carrying out Project financial management and procurement activities.
- ii. Monitoring and evaluating Project activities and preparing Project progress reports and monitoring and evaluation reports.
- iii. Ensuring compliance with the Environmental and Social Commitment Plan (ESCP) requirements and environmental and social instruments and
- iv. Coordinating with other stakeholders on Project implementation.

In addition to that, the technical officers within the WHO country office assist the PMU when needed.

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

### *Timing of Labor Requirements*

The project already hired the project team.

### **Civil servants**

Civil servants engaged in the project supported facilities such as medical and non- medical workers will remain subject to their terms and conditions of their existing public sector employment agreement. ESS2 requirements will not apply to such government civil servants, except for the provisions of ESS2 paragraphs 17 to 20 (Protecting the Work Force) and ESS2 paragraphs 24 to 30 (Occupational Health and Safety). The forced and child labor is prohibited in the public sector and within the project supported facilities. The health and safety of the civil servants' workers will be considered to the possible extent, and measures adopted by the Project for addressing OHS issues will be considered such as providing PPEs and training where needed.

#### *1. Health Care Workers (HCWs)*

Number of Health Care Workers:

The Health Care Workers (medical and non- medical workers) under the project are exclusively civil servants, they are already working in the health system and will carry out a range of activities. Their number is not exactly known yet, but the estimated number is 14,000.

Characteristics of Health Care Workers:

The Health Care Workers are Yemeni nationals. Medical doctors are professionals and other Health Workers, and Staff are skilled and semi-skilled.

These workers would be a mix of males and females and no child or forced labor will be involved.

**Timing of Labor Requirements:**

The Health Care Workers including medical and non- medical workers are already working in the health Facilities and working throughout the duration of the project.

**2. Waste Management Workers****Number of Waste Management Workers**

The Waste Management Workers (non-medical workers) under this project will be mainly those already working in the different Yemeni public health care institutions. Their number is not exactly known yet, but the estimated number is 1000.

**Characteristics of waste management workers**

These workers are civil servants and Yemeni Nationals, and no child or forced labor will be involved. These workers will remain subject to the terms and conditions of their existing public sector employment agreement or arrangement.

**Timing of Labor Requirements**

The existing Waste Management Workers will be working throughout the duration of the project.

**2.2 Contracted Workers**

Contractors to ensure that the requirements are communicated to their employees, parent, subsidiary, and affiliated entities as well as any subcontractors, and that it is done in the local language and in a manner that is understood by all.

**Service providers' workers**

These include those contracted workers who are providing services to the project.

**1. Consultancy workers****Number of Consultants workers:**

The project activities 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. Nevertheless, the expected number of consultants (firms and individuals) and potentially their collaborators (staff and sub-consultants) is not known yet.

**Characteristics of consultant workers:**

The PMU is not able to determine from now if any of the consultants who will be hired under the project would bring any workers or sub-consultants. However, as the consultants themselves will be locally recruited, it is expected that any of their workers or sub-consultants would also be Yemeni nationals, professionals, with fixed term or casual. It is also not possible to know from now if any of these would include any women or any non-Yemeni. In all cases, no child or forced labor will be contracted. Labors terms and conditions, including their rights related to hours of work, wages, overtime, compensation, and benefits, will be governed by the Yemeni Labor Law and the relevant provisions of ESS2.

**Timing of Labor Requirements:**

During the whole project lifecycle.

## 2. *Third Party Monitoring (TPM) workers*

Characteristics of TPM workers:

The project activities include Third-Party Monitoring (TPM) who is responsible of monitoring the project activities and provide feedback to the project to set proper mitigation measures.

Number of TPM workers:

The TPM for the project will be used and potentially its collaborators (staff and sub-consultants). The Number of workers is not known yet. No child or forced labor will be involved.

The TPMs will be recruited from the local market and their staff are expected to be professionals, with fixed term or temporary contracts. Male and female are involved and thus, their labor terms and conditions, including their rights related to hours of work, wages, overtime, compensation, and benefits, will be governed by the Yemeni Labor Law and the relevant provisions of ESS2 and no child labor will be involved.

Timing of Labor Requirements:

The TPM who is delivering the monitoring of the parent and AF1 projects will be hired for the AF2 and will continue until the end of the project.

## 3. *Contracted supply workers*

The project will hire contractors to deliver the needed supplies to the targeted Health Facilities. This might include medicines and consumable supplies (PPE, etc.). The LMP is updated to reflect any requirements related to supply workers, if applicable.

Number of Medical Supply Workers:

The estimated number of workers is not known yet.

Characteristics of medical supply Workers:

Contracted supply workers would be males, skilled, semi-skilled, and are likely to be working casually, and informally. No child or forced labor will be engaged.

Timing of Labor Requirements:

It is expected that the medical supply workers who are delivering the supplies to the Health Facilities are engaged during the project implementation.

### **2.3 Primary Supply Workers**

These include those providing services such as medical supplies and equipment.

Number of Medical Supply Workers:

The Number of workers is not known yet. No child or forced labor will be involved.

Characteristics of medical supply Workers:

Primary supply workers would be males with some females, skilled, semi-skilled, and are likely to be working casually, and informally and no child or forced labor will be engaged.

Timing of Labor Requirements:

During the project implementation.

**Table 1: Summary Of labor on the project**

NO	Type of Workers	Description of Activities	Estimated Number	Characteristics	Timing
<b>Direct Workers</b>					
<b>1. Project Management Unit</b>					
1.1	PMU staff	The Project management carries out such key functions as coordination, fiduciary, monitoring and evaluation, and reporting. Ensuring compliance with the Environmental and Social Commitment Plan (ESCP) requirements and site specific environmental and social instrument.	21	<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> <li>• No child or forced labor</li> </ul>	Throughout the project lifecycle.
<b>2. Civil servants</b>					
2.1	Health Care Workers (Health care Workers including cleaners, etc.)	Includes medical and non-medical workers carrying out a range of activities. Working in the targeted Health Facilities.	14000	<ul style="list-style-type: none"> <li>• Civil servants</li> <li>• Yemenis</li> <li>• Professionals, Skilled and semi-skilled</li> <li>• Mix of male and female</li> <li>• No child or forced labor</li> </ul>	During project activities.
2.2	Waste Management workers	Providing waste management services including dealing with hazardous/Infection preventions of medical waste. Collecting and disposing the waste.	1000	<ul style="list-style-type: none"> <li>• Semi-skilled</li> <li>• Fixed term or casual (temporary)</li> <li>• Yemenis</li> <li>• The majority is males with some females.</li> <li>• No child or forced labor</li> </ul>	During the project
<b>Contracted Workers</b>					
<b>3. Service Provider workers</b>					
3.1	Consultancy 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	TBD	<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 or forced labor</li> </ul>	During the whole project lifecycle
3.2	Third Party Monitoring (TPM) Workers	Responsible for monitoring the project activities and provide feedback to the project to set proper mitigation measures.	TBD	<ul style="list-style-type: none"> <li>• professionals</li> <li>• Fixed term or temporary</li> <li>• Yemenis</li> <li>• Males and Females.</li> <li>• No child or forced labor</li> </ul>	The TPM who is delivering the monitoring of the project will be hired and will continue until the end of the project.



NO	Type of Workers	Description of Activities	Estimated Number	Characteristics	Timing
3.3	Contracted supply workers	Delivering the needed supplies to the targeted Health Facilities. This might include medicines and consumable supplies (PPE, etc.).	TBD	<ul style="list-style-type: none"> <li>• Skilled and Semi-skilled</li> <li>• Fixed term or casual (temporary)</li> <li>• Yemenis</li> <li>• The majority is males with some females.</li> <li>• No child or forced labor</li> </ul>	Throughout the project implementation
<b>Primary Supply Workers</b>					
4.1	Primary Supply workers	providing services such as medical supplies and equipment. Office work involving procurement of medical supplies from international suppliers /manufacturers and water.	TBD	<ul style="list-style-type: none"> <li>• Skilled and Semi-skilled</li> <li>• Fixed term or casual</li> <li>• (temporary)</li> <li>• The majority is males with some females.</li> </ul>	Throughout the project implementation.

### 3. ASSESSMENT OF KEY POTENTIAL LABOR RISKS

#### i) *Project description*

The EHCP parent, AF1 and AF2 projects are World Bank-funded projects 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.

#### **Project components**

The parent project and its AF1 and AF2 components are:

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

- 1.1: Improving Access to the Minimum Service Package (MSP) at Primary Health Care Level (implemented by UNICEF).
- 1.2: Preventing Chronic Malnutrition and Treating Acute Malnutrition at the Community and Primary Level (implemented by UNICEF).
- 1.3: Supporting Health and Nutrition Services at the First Level Referral Centers (implemented by WHO).
- 1.4: Sustaining the National Health System Preparedness and Public Health Programs (implemented by WHO).

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

- 2.1: Restoring Access and Improving Quality to WSS Services in Selected Urban and Rural Areas (implemented by UNOPS).
- 2.2: Emergency Support for WASH Interventions in Response to COVID-19 Pandemic and Flash floods (implemented by UNOPS).
- 2.3: Enhanced Capacity Building of Water and Sanitation Institutions at the Local Level (implemented by UNOPS).

##### *Component 3: Project Support, Management, Evaluation and Administration (implemented by UNICEF, WHO, and UNOPS):*

This component will support administration and monitoring and evaluation (M&E) activities to ensure smooth and satisfactory project implementation. The component will finance:

- (i) general management support for 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)*

Components and subcomponents included under the parent project will be supported by the AF1 and AF2 with expansion to include additional health facilities. The only subcomponent added under the AF project is:

- 1.5: Health System Strengthening (Implemented by WHO and UNICEF)

To continue building individual and institutional capacities, AF2 will support better health information systems, quality-of-care improvements, and enhanced public financial management for the health sector.

### *Key Labor Risks*

All workers are affected by the general terms and conditions of employment (e.g., hours of work, overtime, benefits remuneration, termination of employment; disciplinary measures and grievance procedures). Key labor risks which may be associated with the project could include, for example:

- Risks associated with GBV and SEA/SH in the project.
- Risk of trauma, mental distress, burn-out for project workers and contractors
- Risks of exposure to health risks while handling medical specimens, including inadequate measures and understanding of OHS such as risks for medical personnel and waste management personnel.
- Exposure and dealing with biological waste, chemical waste, and other hazardous by-products generated by health care facilities.
- Asbestos exposure; asbestos-containing materials. The toxic mineral dust can remain in the air for hours, placing anyone nearby in danger of inhaling or ingesting it.
- Risk of oxygen explosion or fire
- Risk of road accidents
- Discrimination in relation to recruitment, hiring, compensation, working conditions, terms of employment, etc.
- Absence of a mechanism to express grievances and protect rights regarding working conditions and terms of employment.
- Difficulties to supervise the project as movements in country are extremely difficult.
- Risks of forced labor for any activities related to the project, from the suppliers, contractors or any third parties.
- Risk of child labor especially for hazardous activities.
- Transmission of communicable diseases risks: lack of awareness of precautionary measures for the communicable diseases; for example, COVID-19 precautions are not well accepted or enforced throughout Yemen and project workers are likely to encounter situations in which risks of contracting illness may be present. Project workers in hospitals may encounter exposure to COVID-19. Also, Direct staff and contracted staff may be at risk of contracting COVID-19 when visiting health facilities, where sick patients may be seeking care.
- Security risks that could affect the safety of project personnel and stakeholders include lack of security arrangement, working and operating in high risk/ conflict areas, untrained security personnel

### *Mitigation measures*

Based on the risks mentioned above the mitigation measures are as follow:

- Sensitization and training about GBV and SEA/SH + signing of GBV code of conduct for all workers, as defined in paragraph 3 of ESS 2.
- Access to psychosocial support based on the needs and availability of such services.
- Providing personal protective equipment (PPE) and WASH supplies with adequate provision of hygiene facilities (toilets, hand-washing basins, resting areas etc. separated by gender as needed and with distancing guidelines in place.
- Ensuring that there are OHS procedures including identifying risks, setting the mitigation measures; such as OHS training, the needed equipment and PPEs are in place, and all OHS incidents are recorded and reported to the project.
- Reduction, sorting and disposal of medical waste will be duly carried out taking into consideration workers' health and safety in line with the Medical Waste Management Plan (WMP) of the project and sensitize the HCWs about the MWMP.

- Developing an asbestos control plan is necessary when the presence of ACM is suspected or confirmed in the workplace and when handling, removing, or disturbing asbestos-containing materials. The goal is to prevent or minimize the release of airborne asbestos fibers.
- Ensure that the project workers are aware of the GM system in the project.
- Project will sensitize the employers to ensure that they must adhere to this LMP including risks and mitigation measures.
- The use of forced labor or child labor to carry out any activities is also prohibited. WHO will verify that there is no forced or child labor in the project as follows:
  - Construction materials manufactured in Yemen be procured only from suppliers able to certify that no forced labor (including debt bondage labor) or child labor (except as permitted by the Labor Law) has been used in production of the materials. The use of forced labor to carry out any activities is also prohibited.
  - Ensuring the contractual requirements are existed on prevention the child and forced labor including the application of CoC requirements, awareness sessions on the requirements where needed.
  - Obtaining written confirmation from the applicant of their age; and
  - Where there is any reasonable doubt as to the age of the applicant, requesting and reviewing available documents to verify situation and age (such as a birth certificate, national identification card, medical or school record, or other document or community verification demonstrating age).

For direct workers, WHO verifies the age through the passport, national ID before involving them

- Transmission of communicable diseases mitigation measures:
  - Train workers to detect symptoms, transmission mechanisms and preventive measures, and what to do if they or a colleague becomes ill while on the job.
  - Ensure that Project workers maintain and enforce physical distancing of 1 to 2 meters between themselves and others. Ensure that all the procedures are in place to protect workers and that the necessary precautions are adhered to including wearing PPEs, regularly washing their hands or cleaning them with hand sanitizer.
  - Rules should be strictly enforced to keep sick employees at home and away from the workplace
- Contractors also will be obligated to legislations to provide the same protections to their workers.
  - Allocate a separate enclosed space for isolation if a worker is found to be suspected of infection until that person is directed to a medical facility for treatment.
  - All public facing areas in health facilities should be disinfected on a daily basis, without causing alarm to beneficiaries.
  - Procedure to follow if a worker becomes sick (WHO guidelines), will be followed. All project workers will be sensitized on the procedure and focal points will be identified to be responsible for office protocols in various locations
- Security Mitigation Measures are as follow:
  - Coordination with security authorities to assess the security risks and avoid operating in high-risk environment and ensure that all project workers are duly trained on getting the security clearance before conducting activities.
  - Convoy security for transportation of medical supplies where needed.
  - Provision of adequate safety training and appropriate conduct in highly insecure setting for the project workers.
  - Including the security issues, risks, and mitigations during the Project stakeholders' engagement activities.
  - Any concerns or grievances related to the conduct of security personnel will be received, monitored, documented, and addressed through the Project's grievance mechanism.

The references for Security personnel setting are; the Good Practice Note <https://documents1.worldbank.org/curated/en/692931540325377520/Environment-and-Social-Framework-ESF-Good-Practice-Note-on-Security-Personnel-English.pdf> and the project Security Management Plan (SMP).

### *Lessons learned*

The lessons learned regarding the project workers from the EHNP, YCRP, EHCP parent and AF1 projects are as follow:

- Irregular salary payments which caused labor dissatisfaction and inappropriate work environment.
- Shortage of PPEs, Hygiene materials in local and international markets.
- lack of technical capacity towards infection prevention and control in some parts of the country.
- Staff turnover across the health care sector due to the irregular salary payments.

### *Lessons learned mitigation measures*

- Coordination with MoPHP to ensure regular salary payment for HCWs.
- Risks of supply shortage of PPEs will be assessed, and measures will be taken accordingly to address the constraints.
- Training for workers in hygiene and other preventative measures will be carried out.

The next sections define the mitigation measures and how this measure will be implemented in detail.

## **4. BRIEF OVERVIEW OF LABOR LEGISLATION: TERMS AND CONDITIONS**

### *i) Written Employment Particulars*

Employment contracts are regulated under the Labor Code. A contract of employment is the agreement between a worker and employer whereby a worker undertakes to work under the direction and supervision of the employer in consideration of a remuneration. Labor Code requires employment contracts to be in writing. A written employment contract is drawn up in three copies (signed by all the parties), one copy each for the worker, the employer and the competent office of the Ministry of Labor. In the absence of written contracts, an employee must establish his rights through any admissible evidence. An employment contract must specify the following: remuneration; work description; workplace; commencement date; and duration of employment contract. Contracts for working in cooperatives are considered employment contracts and each worker receives a copy of such contract on commencement of work. A worker may request an employer to provide him with a receipt for any (personal) documents, records or certificates entrusted to him. In order to apply different contractual provisions, an employer must devise and follow procedures, a copy of which is issued to the worker. It is forbidden for a foreign worker to work in Yemen unless he has an official work permit issues by the Ministry or one of its offices. Employers are also prohibited from employing foreign workers without employment permits. The number of foreigners working for an employer cannot exceed 10% of total Yemeni workforce. The ratio can be increased or reduced in accordance with guidelines decided by the Council of Ministers. Employment of a foreign worker is prohibited if he previously worked in Yemen and was dismissed for misconduct or for having been sentenced by a court; he left the services of his employer (resigned); entered the country for reasons other than work (and is without work permit); and the Ministry ascertains the possibility of nominating a local (Yemeni) worker to the advertised vacancy.

### *Wage*

The Labor Code differentiates between the "basic wage" and "full wage". Basic wage is the payment made by the employer in consideration of his work, whether in cash or in kind, which may be evaluated in currency excluding any entitlements. Full wage, on the other hand, is basic wage plus all entitlements of any kind. Wage rates for different worker categories and jobs are determined according to the volume and type of work involved in accordance with the following guiding principles: nature of functions, duties and responsibilities; qualifications and experience required to perform the job; importance and role of work in the development and quality of production; yield of work (worker productivity); working conditions and location of workplace (hazard pay and hard area allowance); efforts made by the worker (to perform work; hard workers to be paid higher wages). A worker must be paid his outstanding wages/dues on the day following termination of contract. If a worker leaves the service (resigns), his outstanding dues must be cleared within six days of his leaving the employment.

### *Working hours*

The normal working hours are eight hours a day and 48 hours a week. During the month of Ramadan, the working hours are reduced, and daily and weekly limit of six hours and 36 hours respectively is observed. Reduced working hours apply in the case of arduous and hazardous work (under an Order by the Minister, if any), young workers (seven hours), and pregnant as well as breastfeeding workers (five hours from sixth month of pregnancy to six months after childbirth). The working time for pregnant and breastfeeding workers may be further reduced for health reasons on the basis of a certified medical report. Employers are required to post at the main entrance to the workplace and in a visible place inside the workplace a table showing working hours, periods of rest and leave, and weekly closing times.

### *Leave*

Workers are entitled to annual leave of at least 30 days with full pay for each calendar year, calculated on the basis of at least two-and-a-half days for each month of service. Public holidays falling within a worker's period of annual leave are not counted as part of annual leave. In order to be entitled to annual leave, a worker must have completed one year of service. Public holidays are paid days and if a worker is required to work on a public holiday, he is entitled to 200% of the normal wage in addition to entitlement to standard wages for such holidays.

### *Weekly Rest Days*

Since the weekly hours of work are distributed over six working days, workers are entitled to one day (24 hours) of rest which is Friday. Friday may be exchanged for another day of the week as weekly rest.

### *Minimum Age for Hazardous Work*

Minimum age for hazardous work is 18 years. Section 7 of Ministerial Order No. 11 provides a list of 42 industries and occupations, including domestic work, work related to agriculture, fishing, textiles, X-ray and nursing establishments, working with iron and aluminum saws; mechanical work and construction, which are prohibited for children under 18 years. Moreover, section 8 prohibits carrying, pulling, or pushing heavy weights while section 15 prohibits night work and overtime work for children under 18

years. In accordance with section 24 of Ministerial Order No. 11, any person who incites a child under the age of 18 years to use, trade or promote drugs, particularly the trafficking of drugs is sentenced to imprisonment for a minimum of five years and a maximum of eight years.

#### *Equal Pay*

Equal pay for equal work is regulated under the provisions of Labor Code. Women are equal to men in all employment related conditions and rights including wages. Women workers are entitled to equal wages for performing the same work under the same conditions and specifications. Employers are further required to pay equal wages to Yemenis and non-Yemenis if their working conditions, qualifications, experience and competence are the same.

#### *Sexual Harassment*

There is no specific law in Yemen addressing sexual harassment, however articles 270-274 of the Criminal Code stipulate that anyone who commits an offending or disgraceful act in public (any act which offends public morality or honor, exposes private areas or involves speaking indecently) can be sentenced to up to six months in prison or fines (1000 Yemeni Rial). The punishment rises to up to one year in prison and fines for forcing a female to behave immorally. The law does not protect explicitly against sexual harassment however it gives a worker the right to terminate his/her employment contract without prior notice when the employer (or his/her representative) commits a morally offensive act (which includes sexual harassment) or assault him/her or any of his/her family members. This will be taken into account in the GBV-SEA/SH Code of conduct. ANNEX I: Code of Conduct.

## **5. BRIEF OVERVIEW OF LABOR LEGISLATION: OCCUPATIONAL HEALTH AND SAFETY**

Employers shall take the necessary precautions to protect workers and ensure their safety against such hazards as may arise from their work (including laboratory, health care and safety, waste management, and any contracted or directly supplied work) and the use of machinery.

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. and the provision of first aid equipment at the workplace.

Also, 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.

To the extent possible, all project workers should receive training on OHS as well as compliance with monitoring and reporting requirements, including on waste management, OHS and project's labor-management procedures, stakeholder engagement and grievance mechanism.

OHS measures include the following provisions where applicable:

- Ensuring workplace health and safety standards in full compliance with Yemen law, at a minimum, and including (1) basic safety awareness training to be provided to all persons as well as on COVID19 prevention and related measures; (2) all vehicle drivers to have appropriate licenses; (3) safe management of the area around operating equipment inside or outside hospitals/ laboratories; (4) workers to be equipped with hard helmets, safety boots and protective gloves and/or PPE equipment as needed (particularly facemask, gowns, gloves, handwashing soap, and sanitizer) to protect from COVID-19, (5) First aid equipment and facilities to be provided in accordance with the Labor Law;
- Comply with national legislation, WB's ESS2 requirements and other applicable requirements which relate to OHS hazards.
- All workplace health and safety incidents to be properly recorded in a register detailing the type of incident, injury, people affected, time/place and actions taken and should be reported to the PMU and the World Bank immediately.
- Insurance for project workers against occupational hazards, including ability to access medical care and take paid leave if they need. See Annex II and Annex III for Yemeni labor law and social security Law.
- All work sites to identify potential hazards and actions to be taken in case of emergency.
- Any on-site accommodation to be safe and hygienic, and with distancing guidelines in place, including provision of an adequate supply of potable water, washing facilities, sanitation, accommodation and cooking facilities.
- Provide PPE as suitable to the task and hazards of each worker, without cost to the worker.
- Construction materials manufactured in Yemen be procured only from suppliers able to certify that no forced labor (including debt bondage labor) or child labor (except as permitted by the Labor Law) has been used in production of the materials.

The above Occupational Health and Safety Measures for addressing health and safety issues are complied with national legislation, WB's ESS2 requirements and other applicable requirements which relate to OHS hazards. The ESMF includes a detailed Policy, legal and regulatory framework which is applied to the project including the Occupational Health and Safety (OHS). This is summarized in the following:

**The National Laws and regulations.**

- Labor and working conditions,
- Environmental protection and water management
- Waste Management and Pollution Prevention
- Public Health and Healthcare System Laws

**World Bank and International regulations**

- World Bank Environmental and Social Standards ESS relevant to the project
- World Bank Group Environmental, Health and Safety Guidelines (EHS Guidelines) relevant to the project.



- [Technical Note: Public Consultations and Stakeholder Engagement in WB-supported operations when there are constraints on conducting public meetings](#), issued on March 20, 2020.
- [WBG EHS Guidelines for Healthcare Facilities](#), issued on April 30, 2007.

Other Reference may also be made to applicable international conventions, and directives for addressing health and safety issues, such as:

- [ILO Occupational Safety and Health Convention, 1981 \(No. 155\)](#)
- [ILO Occupational Health Services Convention, 1985 \(No. 161\)](#)
- [ILO Safety and Health in Construction Convention, 1988 \(No. 167\)](#)
- [WHO International Health Regulations, 2005](#)
- [WHO Emergency Response Framework, 2017](#)
- [EU OSH Framework Directive \(Directive 89/391\)](#)

## 6. RESPONSIBLE STAFF

This section identifies the functions and/or individuals within the project who will be responsible for managing different E&S risks relating to project workers. These functions and/or individuals within the project responsible for (as relevant):

- Engagement and management of project workers
- Engagement and management of contractors/subcontractors
- Occupational Health and Safety (OHS)
- Training of workers
- Addressing worker grievances

No.	Activities	Responsible staff
1	Engagement and management of direct project workers	Social / environmental specialist, and relevant technical officer.
2	Engagement and management of contracted workers	The Contractor will be responsible for engagement and management of individual contracted workers. The Project coordinator and the E&S specialists will be responsible for monitoring E&S risks and mitigation measures for contracted workers.
3	Monitoring of Occupational Health and Safety (OHS) of health Care Workers (HCWs) in Health Care Facilities.	TPM/ MoPHP/ Social / Environment Specialist, relevant technical officer.
4	Conduct OHS training and put in place Grievance Mechanism for contractor workers	Contractors.
5	Monitoring, supervising, and reporting on health and safety issues.	Social Specialist, Environment Specialist, Monitoring and Evaluation Specialist
6	Engagement and management of contractors/ subcontractors, including coordination and reporting arrangements between contractors	Procurement Specialist, relevant technical officer.
7	Training of workers, including raising awareness and training of workers in mitigating the OHS, GBV sensitization, and immunization.	Social / Environment/ GBV Specialist, Relevant technical officer, Contractor, and MoPHP.
8	Addressing worker grievances	Social specialist and PMU and Contractor

## 7. POLICIES AND PROCEDURES

The Project will adopt the following Policies and Procedures to apply the mitigation measures:

### a) Labor Code:

As specified in the Labor Code, employment of project workers will be based on the principles of nondiscrimination 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.

### b) In addition, the following measures, will be followed by contractors and monitored by the social specialist, M&E Specialist and procurement specialist, 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.
- Applications for employment will only be considered if submitted via the official application procedures.
- 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.
- The contracted workers will not be required to pay any hiring fees. If any hiring fees are to be incurred, these will be paid by the Employer.
- Depending on the origin of the employer and employee, employment terms and conditions will be communicated in two languages, in the state language and the 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.
- It is noted that language-related problems are not expected, but interpretation will be provided for workers as necessary.
- Foreign workers will be required to present a work permit, which will allow them to work in Yemen.
- No child labor.
- Normal working time should not exceed 48 hours per week. With a six-day working week, the duration of daily work is determined by the internal work regulations approved by the employer after prior consultation with the representatives of the workers, in compliance with the established working week duration.

All direct and contracted workers, as defined in paragraph 3 of ESS 2 of the project will sign the GBV SEA/SH Code of Conduct of the Project, for contractor's workers see (Annex I). The Contractors/suppliers will be responsible for the following:

- To obey requirements of the national legislation and this labor management procedure.
- Maintain records of recruitment and employment process of contracted workers.
- Clearly communicate job description and employment conditions to contracted workers.
- Have a system for regular review and reporting on labor, and occupational safety and health performance.

### c) Sexual Exploitation and Abuse (SEA)

WHO staff shall work and behave in a manner that respects and fosters the rights of the people they serve. The WHO staff and consultants (direct workers) will be governed by the UN Code of Ethics<sup>1</sup> and Professional. This Code of Ethics and Professional Conduct states that “WHO staff must uphold the highest standards of professional and personal conduct and act with integrity and discretion. The objective of this policy is to address the behavior of WHO staff and collaborators towards third parties and to protect vulnerable populations in the countries that WHO serves from sexual exploitation and abuse at the hands of WHO staff and collaborators in order to ensure the integrity of WHO’s activities. Not only do they have a duty to abstain from engaging in any acts that could be perceived as SEA, but they are also expected to create and maintain an environment that prevents SEA. This is particularly valid for WHO managers and supervisors who have the responsibility to set the tone and behave in an exemplary manner. both development and humanitarian settings, the project is committed to ensuring that the needs of GBV survivors are met through adequate health responses, psychosocial support, comprehensive case management, legal support, safety, security, safe shelters, social and economic empowerment and other services in line with survivor centered approach guidelines. The GBV officer is taking responsibility for making sure that survivors are informed of all the options available to them, and that issues and problems a survivor faces are identified and followed up throughout the process. Also, project contractors/ suppliers should adhere to the UN SUPPLIER CODE OF CONDUCT<sup>2</sup> and they must ensure that the GBV requirements are communicated to their employees, parent, subsidiary, and affiliated entities as well as any subcontractors, and that it is done in the local language and in a manner that is understood by all.

The WHO will seek the advice of organizations and services who are actively engaged in prevention of gender-based violence, sexual exploitation and workplace sexual harassment, should there be indications of increased risks. The GBV action plan outlines the administrative and operational measures being undertaken to help prevent and respond appropriately to incidences of sexual exploitation and abuse, as well as other forms of GBV in the project.

## 8. AGE OF EMPLOYMENT

This section sets out details regarding:

- The minimum age for employment on the project
- The process that will be followed to verify the age of project workers.
- The procedure that will be followed if underage workers are found working on the project.
- The procedure for conducting risk assessments for workers aged between the minimum age and 18.

Regardless, due to the hazardous nature of the work no children under the age of 18 will be employed on any aspect of the Project. **The use of forced labor to carry out any activities is also prohibited.**

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<sup>1</sup>[https://www.who.int/about/ethics/code\\_of\\_ethics\\_abridged.pdf](https://www.who.int/about/ethics/code_of_ethics_abridged.pdf)

<sup>2</sup> [https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unsc/conduct\\_english.pdf](https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unsc/conduct_english.pdf)

Contracted workers' contracts should be in line with the requirements of ESS2 including details of hours of work, rest periods and compensation, health insurance, and access to Personal Protective Equipment (PPE).

Contractors and suppliers will be required to verify and identify the age of all workers. This will require workers to provide official documentation, which could include a birth certificate, national identification card, passport, or medical or school record. If a minor under the minimum labor eligible age is discovered working on the project, measures will be taken to immediately terminate the employment or engagement of the minor in a responsible manner, considering the best interest of the minor.

## 9. TERMS AND CONDITIONS

This section sets out details regarding:

- Specific wages, hours and other provisions that apply to the project.
- Maximum number of hours that can be worked on the project.
- Any collective agreements that apply to the project. When relevant, provide a list of agreements and describe key features and provisions.
- Other specific terms and conditions

As specified in the Yemen labor code, the employment of project workers will 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, such as recruitment, compensation, working conditions and terms of employment, access to training, promotion or termination of employment.

The terms and conditions applying to PMU and other direct employees are set out in the contracts which provide for the rights of employees in line with the National Labor Act. Terms and conditions of contracted workers are determined by their individual contracts. The working hours are 48 per week for direct workers who are PMU employees.

As a core contractual requirement, the contractor is required to ensure all documentation related to environmental and social management, including the LMP, is available for inspection at any time by the PMU. The contractual arrangements with each project worker must be clearly defined. All environmental and social requirements will be included in the bidding documents and contracts.

## 10. GRIEVANCE MECHANISM

Besides the grievance mechanism for the overall project provided under ESS10, the contractors should establish a separate GM for their workers. Workers will be able to lodge their complaints relating to their work environment or conditions such as lack of proper procedures or unreasonable overtime, etc. to the Worker's GM. The contractors will have the primary responsibility for managing work-place grievances for their own workforce (such as workers for laboratory service providers, workers and medical supply workers). The project GM system will function as the second tier GM for unresolved grievances and as a mechanism to prevent retaliation. The overall project GM system will also handle GBV/SEA related complaints from the workers, and potential victims will be directed to competent /relevant service providers.

The workers grievance mechanism will include:

- a procedure to receive grievances such as comment/complaint form, suggestion boxes, email, a telephone hotline.
- stipulated timeframes to respond to grievances.
- a register to record and track the timely resolution of grievances.
- a responsible department to receive, record and track resolution of grievances.

The mechanism for workers' GM will be based on the following principles:

- Handling of grievances will be objective, prompt and responsive to the needs and concerns of the aggrieved workers.
- The process will be transparent and allow workers to express their concerns and file grievances.
- There will be no discrimination against those who express grievances.
- All grievances will be treated confidentially, and individuals who submit their comments or grievances may request that their name be kept confidential, particularly important for GBV-related grievances as and where appropriate to the circumstances.
- Anonymous grievances will be considered, and anonymous grievances will be treated equally as other grievances, whose origin is known.

Management will treat grievances seriously and take timely and appropriate action in response. Information about the existence of the grievance mechanism will be readily available to all project workers (direct and contracted) through notice boards, the presence of "suggestion/complaint boxes", websites, emails, and other means as needed.

Different ways in which workers can submit their grievances will be allowed, such as submissions in person, by phone, text message, mail and email. Contract workers will be informed of the grievance mechanism at the induction session prior to the commencement of work, and the contact information of the GM focal person and the PMU will be shared with contract workers.

Further, allowing workers to quickly report labor issues, and allowing the project to respond and take necessary action immediately, would be important. Thus, the grievance raised will be recorded and acknowledged within one day. While the timeframe for redress will depend on the nature of the grievance, health and safety concerns in the work environment or any other urgent issues will be addressed immediately.

Grievances raised by workers will be recorded with the actions taken by each unit and/or the contractor. The summary of grievance cases will be reported to the PMU as part of contractor's, healthcare facilities', and other relevant parties' periodic report. Where the aggrieved workers wish to escalate their issue or raise their concerns anonymously and/or to a person other than their immediate supervisor, the workers may raise their issue with the PMU.

The Project workers' grievance mechanism will not prevent workers from using conciliation procedure provided in the Labor Code.

## 11. CONTRACTOR MANAGEMENT

The PMU will use the WHO Standard Procurement Documents for solicitations and contracts, and these include labor and occupational, health and safety requirements. WHO Standard Procurement Documents for solicitations and contracts including labor health and safety requirements is consistent with WB requirements.

The tendering process for contractors will require that contractors can demonstrate their labor management and OHS standards, which will be a factor in the assessment processes. Contractual provisions will require that contractors:

- Monitor, keep records and report on terms and conditions related to labor management.
- Provide workers with evidence of all payments made, including benefits and any valid deductions.
- Ensuring there is a health and safety focal point, responsible for monitoring OHS issues.
- Keep records regarding labor conditions and workers engaged under the Project, including contracts, registry of induction of workers including Code of Conduct, hours worked, remuneration and deductions (including overtime).
- Record safety 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, etc.).
- Report evidence that no child labor is involved.
- Training/induction dates, number of trainees, and topics.
- Insurance for workers against occupational hazards, including ability to access medical care and take paid leave if they need.
- Details of any worker grievances 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; and
- Sign the Manager's Code of Conduct and/or the Individual Code of Conduct, as applicable.

Monitoring and performance management of contractors will be the responsibility of the PMU. The PMU will be responsible for oversight of labor management provisions as well as contract supervision. The PMU Focal Point will have overall responsibility for data collection, monitoring, and analysis of the LMP as part of the Project's M&E efforts. The PMU Focal Point will monitor the implementation of, and compliance with, this LMP, including management of worker-related grievances. Monitoring reports should be reviewed and submitted regularly to the Manager of the PMU, who will submit them with other monitoring reports to the World Bank.

Contractors will keep records in accordance with specifications set out in this LMP. The PMU may at any time require records to ensure that labor conditions are met and that prevention mechanisms and other safety issues, general to OHS. The PMU will review records against actuals at a minimum on a monthly basis and can require immediate remedial actions if warranted. A summary of issues and remedial actions will be included in quarterly reports to the World Bank.

**Contractual non-compliance remedy:** The contract with contractors will include non-compliance remedies (i.e., sanction clause) for possible noncompliance with E&S provisions by the contractors, for example, inadequate provision of PPE to workers, forced overtime work.

**Reporting on fatalities and serious incidents:** The contractors are responsible to report to PMU/WHO (and to WB) in case of fatalities and serious incidents within 48 hours after learning of the incident or accident, once confirmed, and provide an initial report within 10 days of that notification indicating possible root causes and proposing possible corrective actions, as requested by the Association.

## **12. PRIMARY SUPPLY WORKERS**

Local suppliers who are the local agents of international manufacturers of medical equipment will be invited to bid. These private sector medical firms will be the primary suppliers of this equipment and their workers are considered Primary Supply Workers. The number of involved workers will not be possible to determine at this time. These workers will be procuring supplies of medical equipment procured internationally to the MoPHP Stores/ medical facilities. They are not engaged in manufacturing and the risks of serious safety issues, child labor or forced labor, are considered low.

The suppliers are required to describe their OHS measures which will be put in place as outlined in WHO guidelines. This will encompass procedures for entry into health care facilities including undergoing strict checks before entering; procedures for protection of workers in relation to infection control precautions; provision of immediate and ongoing training on the procedures, and mandating hand hygiene and personal protective equipment (PPE); ensuring adequate supplies of PPE (particularly facemask, gowns, gloves, handwashing soap and sanitizer); and overall ensuring adequate OHS protections in accordance with General EHSs and industry specific EHSs and following evolving international best practice in relation to protection from COVID-19. Also, the Suppliers will be required to regularly integrate the latest guidance by WHO as it develops over time and experience addressing COVID-19 globally. In addition, the suppliers will be required to identify the risk of child labor and/or forced labor. In line with ESS2, prohibited is the use of forced labor or conscripted labor in the project by primary suppliers. The use of child labor will also be forbidden in accordance with ESS2, i.e., due to the hazardous work situation, for any person under the age of 18.

## Annex I: Code of Conduct

This template must be adapted to the project:

### 1. Introduction

The company is committed to ensuring a work environment which minimizes any negative impacts on the local environment, communities, and its workers. The company also strongly commits to creating and maintaining an environment in which Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) have no place, and where they will not be tolerated by any employee, sub-contractor, supplier, associate, or representative of the company. The purpose of this Code of Conduct is to:

1. Create a common understanding of what constitutes Sexual Exploitation and Abuse, and Sexual Harassment
2. Create a shared commitment to standard behaviors and guidelines for company employees to prevent, report, and respond to SEA and SH, and
3. Create an understanding that breach of this code of conduct will result in disciplinary action.

### 1. Definitions

- **Sexual Exploitation and Abuse (SEA)**<sup>3</sup> 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<sup>4</sup>.
- **Sexual Abuse:** “The actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.”
- **Sexual Harassment:** <sup>5</sup> Unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of sexual nature.
- **Sexual Harassment versus SEA**<sup>6</sup> SEA occurs against a beneficiary or member of the community. Sexual harassment occurs between personnel/staff of an organization or company and involves any unwelcome sexual advance or unwanted verbal or physical conduct of a sexual nature. The distinction between the two is important so that agency policies and staff training can include specific instruction on the procedures to report each.
- **Consent** is the choice behind a person’s voluntary decision to do something. Consent for any sexual activity must be freely given, ok to withdraw, made with as much knowledge as possible, and specific to the situation. If agreement is obtained using threats, lies, coercion, or exploitation of power imbalance, it is not consent. Under this Code of Conduct<sup>7</sup> consent cannot be given by anyone under the age of 18, regardless of the age of majority or age of consent locally. Mistaken belief regarding the age of the child is not a defense.

### **There is no consent when agreement is obtained through:**

- the use of threats, force or other forms of coercion, abduction, fraud, manipulation, deception, or misrepresentation.
- the use of a threat to withhold a benefit to which the person is already entitled, or
- a promise is made to the person to provide a benefit.

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<sup>3</sup> As defined in the UN Secretary’s bulletin – Special Measures for protection from sexual exploitation and abuse October 9, 2003, ST/SGB/2003/13

<sup>4</sup> In the context of World Bank Financed operations exploitation occurs when access to or benefit from a World Bank Financed good or service is used to extract sexual gain.

<sup>5</sup> Inter-Agency Standing Committee Protection against Sexual Exploitation and Abuse (PSEA): Inter-agency cooperation in community-based complaint mechanism. Global standard Operating Procedures. May 2016

<sup>6</sup> Ibid

<sup>7</sup> In accordance with the United Nations Convention on the Rights of the Child.



**While all forms of violence against a community resident or a co-worker are forbidden, this code of conduct is particularly concerned with the prevention and reporting of sexual exploitation and abuse (SEA) and sexual harassment which constitute gross misconduct, is grounds for termination or other consequences related to employment and employment status:**

- (1) Examples of sexual exploitation and abuse include, but are not limited to:
- A project worker tells women in the community that he can get them jobs related to the work site (cooking and cleaning) in exchange for sex.
  - A worker that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- (2) A project worker gets drunk after being paid and rapes a local woman.
- (3) A project worker denies passage of a woman through the site that he is working on unless she performs a sexual favor.
- (4) A manager tells a woman applying for a job that he will only hire her if she has sex with him.
- (5) A worker begins a friendship with a 17-year-old girl who walks to and from school on the road where project related work is taking place. He gives her moto rides to school. He tells her that he loves her. They have sex.
- (6) Examples of sexual harassment in a work context include, but are not limited to:
- Male staff comment on female staffs' appearances (both positive and negative) and sexual desirability.
  - When a female staff member complains about comments male staff are making about her appearance, they say she is "asking for it" because of how she dresses.
  - A male manager touches a female staff members' buttocks when he passes her at work.
  - A male staff member tells a female staff member he will get her a raise if she sends him naked photographs of herself.

Individual signed commitment:

I, \_\_\_\_\_, acknowledge that sexual exploitation and abuse (SEA) and sexual harassment, are prohibited. As an (employee/contractor) of (contracted agency / sub-contracted agency) in (country), I acknowledge that SEA and SH activities on the work site, the work site surroundings, at workers' camps, or the surrounding community constitute a violation of this Code of Conduct. I understand SEA and SH activities are grounds for sanctions, penalties or potential termination of employment. Prosecution of those who commit SEA and SH may be pursued if appropriate.

**I agree that while working on the project I will:**

Treat all persons, including children (persons under the age of 18), with respect regardless of sex, race, color, language, religion, political or other opinion, national, ethnic or social origin, gender identity, sexual orientation, property, disability, birth or other status.

- Commit to creating an environment which prevents SEA and SH and promotes this code of conduct. In particular, I will seek to support the systems which maintain this environment.
- **Not** participate in SEA and SH as defined by this Code of Conduct and as defined under (country) law (and other local law, where applicable).
- **Not** use language or behavior towards women, children or men that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate.
- **Not** participate in sexual contact or activity with anyone below the age of 18. Mistaken belief regarding the age of a child is not a defense. Consent from the child is also not a defense. I will not participate in actions intended to build a relationship with a minor that will lead to sexual activity.

- Not solicit/engage in sexual favors in exchange for anything as described above.
- Not use any of the project material (such as computers) to engage in any sexually explicit content.
- Unless there is the full consent by all parties involved, recognizing that a child is unable to give consent and a child is anyone under the age of 18, I will not have sexual interactions with members of the surrounding communities. This includes relationships involving the withholding or promise of actual provision of benefit (monetary or non-monetary) to community members in exchange for sex—such sexual activity is considered “non-consensual” under this Code.

I commit to:

- Adhere to the provisions of this code of conduct both on and off the project site.
- Attend and actively partake in training courses related to preventing SEA and SH as requested by my employer.

If I am aware of or suspect SEA and SH, at the project site or surrounding community, I understand that I must report it to the Grievance Reporting Mechanism (GRM) or to my manager. The safety, consent, and consequences for the person who has suffered the abuse will be part of my consideration when reporting. I understand that I will be expected to maintain confidentiality on any matters related to the incident to protect the privacy and security of all those involved.

**Sanctions:** I understand that if I breach this Individual Code of Conduct, my employer will take disciplinary action which could include:

- Informal warning or formal warning
- Additional training.
- Loss of salary.
- Suspension of employment (with or without payment of salary)
- Termination of employment.
- Report to the police or other authorities as warranted.

I understand that it is my responsibility to adhere to this code of conduct. That I will avoid actions or behaviors that could be construed as SEA and SH. Any such actions will be a breach this Individual Code of Conduct. I acknowledge that I have read the Individual Code of Conduct, do agree to comply with the standards contained in this document, and understand my roles and responsibilities to prevent and potentially report SEA and SH issues. I understand that any action inconsistent with this Individual Code of Conduct or failure to act mandated by this Individual Code of Conduct may result in disciplinary action and may affect my ongoing employment.

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Annex II Comparison of ESS2 requirements and requirements under the Yemeni Labor Code Law 95/05

ESS2 Requirements (Direct quote from ESS2)	Yemeni Labor Code Requirements Direct quote from ILO translation <sup>8</sup>	Recommended Actions
<b>A. Working Conditions and Management of Worker Relationships (Section A of ESS2)</b>		
ESS2 applies to project workers including full-time, part-time, temporary, seasonal and migrant workers.	<p>Article (3)</p> <p>a. The provisions of this law apply to all business owners and workers, except for those for whom a special provision is provided in this law.</p> <p>b This law does not apply to the following categories:</p> <ol style="list-style-type: none"> <li>1. Employees of the administrative apparatus of the state and the public sector.</li> <li>2. Occupants of judicial positions and occupants of diplomatic and consular corps positions.</li> <li>3. Individuals who join the military and security institutions.</li> <li>4. Foreigners seconded to work with the state.</li> <li>5. Foreigners working in the Republic in accordance with international agreements to which the Republic is a party, and the exemption is within the limits of the agreement.</li> <li>6. Foreigners who hold diplomatic and special passports who have visas and work in the Republic within the limits of the political visas granted to them.</li> <li>7. Workers in casual work.</li> <li>8. Persons affiliated with the employer who work with him and who are actually fully dependent on them, regardless of the degree of kinship.</li> <li>9. Domestic servants and the like.</li> <li>10. Persons who work in pastures or agriculture, except for: - <ol style="list-style-type: none"> <li>a. Persons who work in companies, agricultural institutions and associations, and establishments that manufacture or market their products.</li> <li>b. Persons who permanently operate or repair mechanical machinery necessary for agriculture or permanent irrigation works.</li> <li>c. People who work in raising poultry and livestock.</li> </ol> </li> </ol>	WHO will apply the ESS2 requirement
Terms and Conditions of Employment		
<p><i>Paragraph 10</i></p> <p>Project workers will be provided with information and documentation that is clear</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</p>	The Yemeni Labour Code fulfils ESS2 requirements

<sup>8</sup> All quotes are verbatim from ILO's NATLEX translation of the 1995 Labour Code. <http://arablegislation.smarthostonline.com/Lists/Asset/Attachments/4656/Labour%20Code%20Yemen.pdf>

ESS2 Requirements (Direct quote from ESS2)	Yemeni Labor Code Requirements Direct quote from ILO translation <sup>8</sup>	Recommended Actions
<p>and understandable regarding their terms and conditions of employment. 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. 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>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. A contract of employment shall basically specify the amount of remuneration, the type of work, the place of work and the date of commencement and duration of employment.</p> <p>Yemeni Law does not include any equivalent provision</p>	<p>The Yemeni Labour Code fulfils ESS2 requirements</p> <p>In addition to the requirements of Article 30 of the Labour Code, The WHO will ensure that the requirements 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> 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 same employer over the past year or during their period of service if less than one year.</li> </ul> <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> </ul>	<p>The Yemeni Labour Code fulfils ESS2 requirements</p>

ESS2 Requirements (Direct quote from ESS2)	Yemени Labor Code Requirements Direct quote from ILO translation <sup>8</sup>	Recommended Actions
	<ul style="list-style-type: none"> <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> <p><i>Article 60</i> 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> 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> 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>	

ESS2 Requirements (Direct quote from ESS2)	Yemeni Labor Code Requirements Direct quote from ILO translation <sup>8</sup>	Recommended Actions
	<p><i>Article 65</i> 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 finger-printed the document showing his wage entitlements and annexes thereto, whether or not these are mentioned in the signed documents.</li> </ul> <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> Where a worker is sent to perform a specific task in an area which is remote from his workplace, whether inside the Republic or abroad, he shall be entitled to receive allowances according to the nature of his task and related to his representation, travel or residence as the case may be. The Council of Ministers shall, acting on a submission by the Minister and a Recommendation from the Labour Council, make special regulations governing allowances.</p> <p><i>Article 69</i> Every employer shall provide his workers with means of transportation from their place of residence or a specified assembly point to their workplace or pay them an allowance for that purpose.</p> <p><i>Article 70</i> Employers shall in accordance with standards to be specified by order of the Minister, provide their workers with adequate housing and food if they work in places remote from inhabited areas.</p>	
<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> 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>The Yemeni Labour Code fulfils ESS2 requirements</p>

ESS2 Requirements (Direct quote from ESS2)	Yemeni Labor Code Requirements Direct quote from ILO translation <sup>8</sup>	Recommended Actions
	<p><i>Article 64</i> Subject to provisions of article 99, the monthly instalments paid by a worker as compensation for such damage or material loss as he may have caused his employer by reason of a shortcoming or negligence shall not exceed 25 per cent of his basic wages.</p>	
<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>Working Hours <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>• Nightwork 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> <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 overtime shall regardless of his occupation, be entitled to compensatory rest periods with pay calculated on the basis of the following rates:</li> </ul>	<p>The Yemeni Labour Code fulfils ESS2 requirements</p>

ESS2 Requirements (Direct quote from ESS2)	Yemени Labor Code Requirements Direct quote from ILO translation <sup>8</sup>	Recommended Actions
	<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> <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>Leave</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> <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>Sick Leave</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> </ul> </li> </ul>	



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	<ul style="list-style-type: none"> <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> <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> <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> </ul> </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>	

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	<p><b>Leave with or without pay</b></p> <p><i>Article 84</i> Workers who have spent four years of effective service with an employer shall have the right to 20 days' leave with pay to perform the Hadj, including the Id Al Adha holiday. This leave shall be granted once during the service of a worker. Employers shall have the right to ensure that such leave is used for its intended purpose.</p> <p><i>Article 85</i> Employers may grant workers contingency leave with pay for not more than ten days a year.</p> <p><i>Article 86</i> An employer may, upon a worker's request grant him leave without pay for such reasons and in such circumstances as he deems fit.</p> <p><i>Article 87</i> A working woman shall be entitled to leave with pay for 40 days if her husband dies. Such leave shall be counted as from the date of death. She may also be granted leave without pay for not more than 90 days to complete the period of "Idda" (a period of time during which a Moslem woman should be in mourning after the death of her husband).</p> <p><i>Article 88</i> No worker shall engage in 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. 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, directly to the benefit of the project workers.</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><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</p>	<p>The Yemeni Labour Code fulfils ESS2 requirements</p> <p>The Yemeni Labour Code fulfils ESS2 requirements</p>

ESS2 Requirements (Direct quote from ESS2)	Yemeni Labor Code Requirements Direct quote from ILO translation <sup>8</sup>	Recommended Actions
<p>Where payments are made for the benefit of project workers, project workers will be provided with evidence of such payments.</p>	<p>sustained as a result of termination. In all cases, the amount of such compensation shall be determined by the competent Arbitration Committee, subject to a ceiling of six months' wages.</p> <p><i>Article 40</i></p> <p>Should the contract of employment be terminated by the expiry of its specified term while negotiations are being conducted to renew or extend it, the contract shall continue to be valid during such negotiations for a maximum period of three months. If within the said period, the negotiations fail to produce results securing continuity of the contract, the contract shall be considered terminated.</p> <p>Article (120):</p> <p>1- At the end of his service, the worker is entitled to a monthly pension or a lump sum remuneration in accordance with the provisions of the Social Security Law or according to any other special system if his conditions are better for the worker.</p> <p>2- If the worker is not covered by the provisions of the Social Security Law or any system related to it in accordance with the provisions of the previous paragraph, he shall be entitled to an end-of-service gratuity from the employer at the rate of at least one month's salary for each year of service, and this reward is calculated on the basis of the wage of the last month received by the worker.</p> <p>3- Under no circumstances may the worker be deprived of his entitlements stipulated in this Article or forfeit any part thereof in all</p>	<p>There is no Yemeni equivalent to this requirement.</p>
<p>Non-discrimination and Equal Opportunity</p>		
<p>Paragraph 13</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,</p>	<p>Article 42</p> <p>Women shall be equal with men in relation to all conditions of employment and employment rights, duties and relationships, without any discrimination. Women shall also be equal with men in employment, promotion, wages, training and rehabilitation and social insurance. The requirements of job or occupational specifications shall not be considered as discrimination.</p>	<p>The Yemeni Labour Code fulfils ESS2 requirements</p>

ESS2 Requirements (Direct quote from ESS2)	Yemeni Labor Code Requirements Direct quote from ILO translation <sup>8</sup>	Recommended Actions
<p>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>Yemeni Law does not include any provision</p>	<p>Project workers, as defined in paragraph 3 of ESS 2 of the project will sign the GBV SEA/SH Code of Conduct of the Project to uphold ethical standards and relevant E&amp;S obligations and national legislation</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>Yemeni Law does not include any provision</p>	<p>WHO will apply the ESS2 requirement</p>
<p><i>Paragraph 15</i></p> <p>The Borrower will provide appropriate measures of protection and assistance to address the vulnerabilities of project workers, including specific groups of workers, such as women, people with disabilities, migrant workers and children (of working age in accordance with this ESS). Such measures may be necessary only for specific periods of time, depending on the circumstances of the project worker and the nature of the vulnerability.</p>	<p><i>Article 43</i></p> <ul style="list-style-type: none"> <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>Article 45 (amended by Law 2008/15)<sup>9</sup></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> </ul>	<p>The Yemeni Labour Code fulfils ESS2 requirements</p>

<sup>9</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 from ESS2)	Yemени Labor Code Requirements Direct quote from ILO translation <sup>8</sup>	Recommended Actions
	<ul style="list-style-type: none"> <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><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</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>Not relevant given article 151</p>	<p>The Yemeni Labour Code fulfils ESS2 requirements</p>

ESS2 Requirements (Direct quote from ESS2)	Yemeni Labor Code Requirements Direct quote from ILO translation <sup>8</sup>	Recommended Actions
<p>Borrower should not seek to influence or control these alternative mechanisms. The Borrower will not discriminate or retaliate against project workers who participate, or seek to participate, in such workers' organizations and collective bargaining or alternative mechanisms.</p>	<p><i>Article 152</i> Subject to the provisions of article 35 of this Code, workers' representatives on a trade union committee shall not be dismissed or otherwise disciplined for carrying out their trade union activities in accordance with this Code, the Trade Unions Act and the rules and regulations made thereunder.</p>	<p>The Yemeni Labour Code fulfils ESS2 requirements</p>
<p><b>B. Protecting the Work Force</b></p>		
<p>Child Labor and Minimum Age</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>"young person": any male or female person under 15 years of age;</p>	<p>The Project will not employ anyone under the age of 18.</p> <ul style="list-style-type: none"> <li>• WHO will require all contractors and consultants to verify official documentation for all workers involved in their respective activities, such as a birth certificate, national identification card, passport, or medical or school record.</li> <li>• If a child labor 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> A child over the minimum age and under the age of 18 may be employed or engaged in connection with the project only under the following specific conditions: a. the work does not fall within paragraph 19 below;</p>	<p><i>Article 51</i> 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> <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> </ul>	<p>The Project will not employ any child labor.</p>

ESS2 Requirements (Direct quote from ESS2)	Yemeni Labor Code Requirements Direct quote from ILO translation <sup>8</sup>	Recommended Actions
<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 requirements of this ESS.</p>		
<p><i>Paragraph 19</i> A child over the minimum age and under the age of 18 will not be employed or engaged in connection with the project in a manner that is likely to be hazardous or interfere with the child’s education or be harmful to the child’s health or physical, mental, spiritual, moral or social development.</p>	<p><i>Article 48</i></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• The hours a young person spends in training during his daily hours of work shall be considered as official working time.</li> <li>• It shall be prohibited to make a young person work during his weekly periods of rest, official holidays and other leave.</li> </ul>	<p>The Project will not employ child labor.</p>
<p>Forced Labor</p>		
<p><i>Paragraph 20</i> Forced labor, which consists of any work or service not voluntarily performed that is exacted from an individual under threat of force or penalty, will not be used in connection with the project. This prohibition covers any kind of involuntary or compulsory labor, such as indentured labor, bonded labor, or similar labor-contracting arrangements. No trafficked persons will be employed in connection with the project.</p>	<p>Yemeni Law does not include any provision</p>	<p>WHO will ban all forms of forced labour under the Project</p>
<p>C. Grievance Mechanism</p>		
<p><i>Paragraph 21</i> A grievance mechanism will be provided for all direct workers and contracted workers (and, where relevant, their organizations) to</p>	<p>Yemeni Law does not include any provision</p>	<p>WHO will apply ESS2 requirements</p>

ESS2 Requirements (Direct quote from ESS2)	Yemeni Labor Code Requirements Direct quote from ILO translation <sup>8</sup>	Recommended Actions
<p>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><i>Paragraph 22</i> 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>Yemeni Law does not include any provision</p>	<p>WHO will apply ESS2 requirements</p>
<p><i>Paragraph 23</i> 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>Yemeni Law does not include any provision</p>	<p>WHO will apply ESS2 requirements</p>



ESS2 Requirements (Direct quote from ESS2)	Yemeni Labor Code Requirements Direct quote from ILO translation <sup>8</sup>	Recommended Actions
<b>D. Occupational Health and Safety (OHS)</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 EHSs and, as appropriate, the industry-specific EHSs and other GIIP. The OHS measures applying to the project will be set out in the legal agreement and the ESCP</p>	<p><i>Article 113</i></p> <p>An employer who commissions any new enterprise shall ensure that it meets occupational safety and health requirements. The competent Ministry shall ensure compliance with appropriate occupational safety and health requirements and conditions.</p> <p><i>Article 114</i></p> <p>Employers shall observe the following rules:</p> <ul style="list-style-type: none"> <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 lit 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> <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>WHO will require contractors to comply with the relevant OHS measures in the <a href="#">World Bank Group General Environmental Health and Safety Guidelines</a>. meet the relevant Project ESHS requirements in Annex 2. These cover all of the issues raised in Paragraph 24 of ESS2.</p>
<p><i>Paragraph 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</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> </ul> </li> </ul>	<p>WHO will require contractors to comply with the relevant OHS measures in the <a href="#">World Bank Group General Environmental</a></p>

ESS2 Requirements (Direct quote from ESS2)	Yemени Labor Code Requirements Direct quote from ILO translation <sup>8</sup>	Recommended Actions
<p>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>	<ul style="list-style-type: none"> <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> <p><i>Article (121)</i></p> <p>The employer, unless he is registered in the insurance bears material responsibility in accordance with this law and the Social Security Law for occupational diseases or injuries that befall the worker during or because of work.</p>	<p><a href="#">Health and Safety Guidelines.</a> meet the relevant Project ESHS requirements in Annex 2. These cover all of the issues raised in Paragraph 24 of ESS2.</p>
<p><i>Paragraph 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> </ul> <p>the provision of first aid equipment at the workplace.</p> <p><i>Article (119):</i></p> <p>a. The employer must provide health care for his workers, and this care includes the following: -</p> <ol style="list-style-type: none"> <li>1- Conducting a medical examination for the worker before employment.</li> <li>2- Transferring the worker to a job commensurate with his health condition based on a report from the competent medical authorities whenever possible.</li> <li>3- To provide suitable work for the worker and in accordance with the recommendations of the competent medical authorities, according to the circumstances and possibilities of work, and in accordance with the Social Insurance Law, if the disease was caused by the profession or the injury was caused by or because of the work.</li> <li>4- Carrying treatment and its requirements for workers, regardless of their number, in accordance with the employer's medical regulations approved by the Ministry.</li> </ol>	<p>WHO will require contractors to comply with the relevant OHS measures in the <a href="#">World Bank Group General Environmental Health and Safety Guidelines.</a> meet the relevant Project ESHS requirements in Annex 2. These cover all of the issues raised in Paragraph 24 of ESS2.</p>

ESS2 Requirements (Direct quote from ESS2)	Yemeni Labor Code Requirements Direct quote from ILO translation <sup>8</sup>	Recommended Actions
	<p>5- Employing a qualified nurse in the work site or its area if the number of workers he has exceeds fifty.</p> <p>6- To entrust a doctor or a medical institution to treat his workers if their number exceeds one hundred workers in the work site or its area.</p> <p>7- To ensure that the papers related to the treatment of the worker who were delivered to him by him are kept. The worker may obtain a copy of the certificates and documents related to his illness that are delivered to the employer from the competent medical authorities.</p> <p>8- Employers whose number of workers is less than what is specified in this article may entrust a doctor or a medical institution with the treatment of these workers.</p> <p>9- The Minister may compel employers whose number of workers is less than what is specified in this article to employ a qualified nurse, or to entrust their treatment to a doctor, in dangerous or difficult industries and professions.</p>	
<p>Workplace processes will be put in place for project workers to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health. Project workers who remove themselves from such situations will not be required to return to work until necessary remedial action to correct the situation has been taken. Project workers will not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal.</p>	<p>Yemeni Law does not include any provision</p>	<p>WHO will require contractors to comply with the relevant OHS measures in the <a href="#">World Bank Group General Environmental Health and Safety Guidelines</a>. meet the relevant Project ESHS requirements in Annex 2. These cover all of the issues raised in Paragraph 24 of ESS2.</p>
<p><i>Paragraph 28</i></p> <p>Project workers will be provided with facilities appropriate to the circumstances of their work, including access to canteens, hygiene facilities, and appropriate areas for rest. Where accommodation services are provided to project workers, policies will be put in place and implemented on the management and quality of accommodation to protect and promote the health, safety, and well-being of</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>WHO will require contractors to comply with the relevant OHS measures in the <a href="#">World Bank Group General Environmental Health and Safety Guidelines</a>. meet the relevant Project ESHS requirements in Annex 2. These</p>

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the project workers, and to provide access to or provision of services that accommodate their physical, social and cultural needs.		cover all of the issues raised in Paragraph 24 of ESS2.
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.	Yemeni Law does not include any provision	WHO will require contractors to comply with the relevant OHS measures in the <a href="#">World Bank Group General Environmental Health and Safety Guidelines</a> . meet the relevant Project ESHS requirements in Annex 2. These cover all of the issues raised in Paragraph 24 of ESS2.
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.	Yemeni Law does not include any provision	WHO will require contractors to comply with the relevant OHS measures in the <a href="#">World Bank Group General Environmental Health and Safety Guidelines</a> . meet the relevant Project ESHS requirements in Annex 2. These cover all of the issues raised in Paragraph 24 of ESS2.
<b>E. Contracted Workers</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>	Yemeni Law does not include any provision	WHO will apply ESS2 requirements
<p><i>Paragraph 32</i></p> <p>The Borrower will establish procedures for managing and monitoring the performance of</p>	Yemeni Law does not include any provision	WHO will apply ESS2 requirements

ESS2 Requirements (Direct quote from ESS2)	Yemeni Labor Code Requirements Direct quote from ILO translation <sup>8</sup>	Recommended Actions
<p>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><i>Paragraph 33</i> 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 under Section C of this ESS available to the contracted workers.</p>	<p>Yemeni Law does not include any provision</p>	<p>WHO will apply ESS2 requirements</p>
<p><b>F. Primary Supply Workers</b></p>		
<p><i>Paragraph 39</i> 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>Yemeni Law does not include any provision</p>	<p>WHO will apply ESS2 requirements</p>
<p><i>Paragraph 40</i> Where there is a significant risk of child labor or forced labor related to primary supply workers, the Borrower will require the primary supplier to identify those risks consistent with paragraphs 17 to 20 above. The labor management procedures will set out roles and responsibilities</p>	<p>Yemeni Law does not include any provision</p>	<p>WHO will apply ESS2 requirements</p>

ESS2 Requirements (Direct quote from ESS2)	Yemeni Labor Code Requirements Direct quote from ILO translation <sup>8</sup>	Recommended Actions
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><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>	Yemeni Law does not include any provision	WHO will apply ESS2 requirements
<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>	Yemeni Law does not include any provision	WHO will apply ESS2 requirements

**Annex III Social security Law<sup>10</sup>****Work injury insurance**

Article (27): The funds for this insurance consist of the following:

(a) The monthly contributions that business owners are obligated to pay to the Organization at the rate of (4%) of the wages of the insured who work for him.

(B) The proceeds of investing these funds. The workers may not be charged any share in this insurance.

Article (28): The board of directors may reduce the contributions referred to in the previous article by half if the employer is committed to providing medical care, compensation for temporary disability and transportation expenses for treatment, according to the terms and conditions stipulated in the regulation. Take the necessary precautions to protect workers and their safety from dangers and diseases arising from work and used machinery as stipulated in the Labor Law.

Article (29): Employers' commitment to the provisions of work injuries stipulated in the Labor Law shall continue unless there is a special provision in this law.

Business owners to whom the provisions of this law apply, who are related to work injury insurance contracts with an insurance company, must terminate their association with those contracts and abide by the provisions of this law.

**The rights of the injured**

Article (30): The rights of the injured in this insurance include the following: Medical care of the injured. Temporary disability compensation. Compensation or pension in case of permanent disability. The pension in the event of the death of the insured.

**Medical care**

Article (31): The injured has the right to medical care at the expense of the institution until he is cured, proved incapacitated, or dies. Medical care includes:

- A - The services of practicing physicians and specialists, including a dental specialist.
- b - Treatment, hospital stay, and home medical care when necessary.
- C - Performing surgeries, radiographs and other necessary medical examinations.
- D - Providing rehabilitation services and providing prosthetic limbs and prosthetic devices.
- E - Dispensing the necessary medicines.

The Foundation is committed to the expenses of transporting the injured from his place of residence to the point of treatment and vice versa. The regulation determines the rules and conditions for providing medical care and transportation costs for the injured.

**Obligations of the injured**

Article (32): The injured must follow the treatment instructions, and the institution is not obligated to pay any expenses if he violates these instructions.

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<sup>10</sup> This is an unofficial translation

Payment of temporary disability compensation may be suspended if it appears, according to the doctor's report, that the injured refused to abide by the medical instructions required for his treatment, and his payment shall be resumed as soon as he follows them.

The regulation determines the rules for notification of the completion of the treatment of the injured, the date of his return to work, and his disability and the percentage thereof

### **Temporary Disability Compensation**

Article (33): If the injury occurred between the injured and the performance of his work, the Organization shall pay him compensation for his wages equivalent to his net wage during the first three months for his temporary disability, then (75%) of the net wage for the following period and it shall be disbursed for the entire period of his incapacity to work until the date of his return to work or proof of disability. The permanent or the occurrence of death, whichever is earlier, and the employer shall bear the wages of the day of the injury, whatever the time of its occurrence.

The regulation regulates the dates and method of disbursing temporary disability compensation.

Article (34): Temporary disability compensation is not entitled to in the following cases:

If the insured deliberately injures himself.

If the injury occurred as a result of obscene and intentional misbehavior on the part of the injured, it shall be considered as:

(a) Every act that the victim performs under the influence of alcohol or drugs.

B - Every clear violation of the prevention instructions hanging in visible places in the workplace. Clauses (2.1) may not be adhered to unless this is proven by the investigation conducted in accordance with Article (44) of this law.

### **Pension in case of permanent total disability as a result of a work injury**

Article (35): If the injury results in permanent total disability, the Corporation shall pay the injured a monthly pension equal to a maximum of 100% of the wage for which the contribution is paid.

### **Pension in case of permanent partial disability as a result of a work injury**

Article (36): If the injury results in a permanent partial disability of (30%) or more, the injured shall be entitled to a monthly pension estimated on the basis of the percentage of that disability from the permanent total disability pension

### **Compensation in case of permanent partial disability as a result of a work injury**

Article (37): -If the injury results in a permanent partial disability of less than (30%), the Corporation shall pay the injured a cash compensation in one payment equal to the percentage of that disability from the total disability pension for (48 months).

### **Pension in case of death as a result of a work injury**

Article (38): - If the injury leads to the death of the injured, the Organization shall pay to the beneficiaries a pension equivalent to a maximum of (100%) of the wage for which the contribution has been paid, and it shall be distributed equally among them.



**recurrence**

Article (39): If the injured person has previously sustained a work injury, the following rules shall be observed:

If the percentage of the disability resulting from the current injury and the previous injury is (30%) or more of the total permanent disability and the injured was not entitled to a pension for the previous injury, the institution shall pay a monthly pension based on the percentage of the disability resulting from all his injuries and on the basis of the contribution wage at the occurrence of the injury Last.

If the percentage of disability resulting from the current injury and previous injuries exceeds (30%) of the total permanent disability and the injured was entitled to a monthly pension for his previous injuries, the Organization shall pay him a monthly pension linked according to the percentage of disability resulting from all injuries and the wage paid for the contribution at the time of the last injury, provided that the This pension is less than his pension upon the occurrence of the previous injury. If the total percentage of disability resulting from the current injury and previous injuries is less than (30%), the Organization shall pay the injured a compensation for the percentage of disability resulting from the last injury in accordance with Article (40) of this law

**Estimation of the percentage of permanent partial disability**

Article (40): The percentage of permanent partial disability is estimated according to what is specified in Table No. (2) attached to this law, according to the following rules:

If the disability is indicated in Table No. (2) attached to this law, the percentages of the total degree of disability indicated in it shall be taken into account.

If the disability is not included in the mentioned table, the percentage of the worker's disability in his ability to earn shall be estimated, provided that this percentage is indicated in the medical certificate.

If the delayed disability has a special effect on the injured's ability to earn in his original occupation, the type of work that the injured was performing must be clarified in detail with a statement of the effect of that in increasing the degree of disability in those cases on the percentages prescribed in Table No. (2) attached to this law.

**Recheck**

Article (41): The Organization or the holder of a disability pension may request a special re-examination to assess any change in the degree of his disability.

It is not permissible to re-assess more than once every six months during the first year from the date of proof of disability, and it is not permissible to do that more than once every year during the following two years, and the assessment becomes final after the lapse of the mentioned three years.

In the event of a disability adjustment, the pension shall be re-assessed on the basis of the new assessment and shall be applied as of the first day of the month following the date of the reassessment.

**Medical Jury**

Article (42): The injured may submit a request to reconsider the decision of the treatment authority within a week from the date of his notification of the following:

- A - At the end of treatment.
- B - to return to work.
- C - Not to have an occupational disease.

The injured may submit a request to reconsider the institution's decision within one month from the date of his notification of the following:

- (a) There is no evidence of permanent disability.
- B - by estimating the percentage of disability.

The application shall be submitted to the institution, accompanied by the medical certificates supporting his point of view, and the payment of the fee specified by the regulation.

Article (43): The institution shall refer the request to a medical arbitration committee consisting of the institution's physician, the treating physician, and a physician chosen by the arbitration applicant if he so desires.

The committee shall notify both the injured and the institution of its decision after signing it within three days at most from the date of the decision. The decision shall be final and binding on both parties to the dispute and is not subject to appeal.

### **Report an injury**

Article (44): The injured shall inform the employer or the work supervisor of any accident that requires him to be interrupted from work if his condition permits.

The employer or the work supervisor shall report the accident as soon as he becomes aware of it to:

- A - The police department located in the area of jurisdiction of the scene of the accident.
- b- The institution and the competent labor office.

The treating physician must inform the company, the institution and the labor office of the accident if the injured person does not have a copy of the accident report.

The police shall conduct the investigation in two forms in each report. The investigation shall indicate the location and circumstances of the accident in detail and the statements of witnesses, if any. The police shall also clarify in particular whether the accident occurred as a result of willful or obscene and intentional misconduct on the part of the injured. Or the supervisor of the work and the statements of the injured, if his condition permits.

The police shall provide the Institution with a copy of the investigation, and the Institution may request the completion of the investigation if it finds a justification for that.

The doctor shall immediately inform the Organization of the cases of occupational diseases that appear to him when signing the examination for the workers.

### **First aid**

Article (45): - The employer is obligated to provide first aid to the injured and transport him to the place designated for treatment, at his expense.

The institution's commitment to all rights established in accordance with this section

Article (46): - The Organization shall abide by all the rights prescribed in accordance with this chapter, even if the injury requires the responsibility of a person other than the employer, and the Organization may refer to the person responsible for the injury for the expenses and compensation it received.

The institution's commitment to occupational disease after termination of service

Article (47): - The Corporation shall abide by the rights guaranteed by this chapter to the insured, if symptoms of an occupational disease appear within a Gregorian year from the date of termination of his service, whether he is without work or working in an industry or profession that does not result in this disease.

It is not permissible to adhere to other laws against the institution

Article (48): - It is not permissible for the injured person or his beneficiaries to hold against the Organization the compensation or pensions that are due for the injury according to another law, and they may also not do so with respect to the employer unless the injury arose out of a fault on his part.