



United Nations Children’s Fund (UNICEF)

**South Sudan COVID-19 Emergency Response and Health
Systems Preparedness Project (CERHSPP) including
Additional Financing 1&2
(P176480)**

LABOUR MANAGEMENT PROCEDURE

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INTRODUCTION

This labour management procedure (LMP) has been prepared for the South Sudan COVID-19 Emergency Response and Health Systems Preparedness Project and its additional financing (CERHSP/AF1 & AF2), which will ensure compliance with the Environmental and Social Standard on Labour and Working Conditions (ESS2) of the World Bank Environmental and Social Framework (ESF) and the national legislation and regulations of the Government of South Sudan. Accordingly, the purpose of this LMP is to facilitate the planning and implementation of the project by identifying the main labour requirements, the associated risks and the procedures and resources necessary to address the project-related labour issues. The LMP sets out general guidance relevant to different forms of labour but also issues and concerns that relate to COVID-19 considerations.

The CERHSP/AF 1 & AF2 project builds on the parent CERHSP project effective 1 July 2021. The CERHSP took over from the Provision of Essential Health Services Project (PEHSP, 2018–2021) in Jonglei and Upper Nile to provide COVID-19 emergency response as well as health systems strengthening and health service delivery support to Jonglei State and Upper Nile State, with the additional financing extending to Unity State. CERHSP-AF1&AF2 will meet the needs of South Sudanese people and refugees who are affected by conflict, COVID-19 and climate-related shocks, in particular flooding. The project objectives include COVID-19 vaccine deployment in the country and the provision of essential health and nutrition services for the most vulnerable populations, including refugees and host communities in two of the most hard-to-reach areas – Jonglei and Upper Nile States and Pariang County in Unity State. For the purposes of this documentation, references to Jonglei State include Greater Pibor Administrative Area (GPAA).

The project will focus on the following key areas:

- Vaccine procurement through the African Vaccine Acquisition Trust (AVAT), deployment and building of climate-resilient cold chain equipment for safe storage and transport of vaccines, and raising community awareness to promote COVID-19 vaccine planning and delivery in South Sudan.
- Provision of essential health services including high-impact maternal, neonatal and child health and nutrition services in the States of Jonglei and Upper Nile.
- Provision of essential health services including high-impact maternal, neonatal and child health and nutrition services targeting refugee and host communities in Maban County in Upper Nile State and Pariang County in Unity State.
- Responding to the impact of floods on health and nutrition infrastructure and services in Upper Nile, Jonglei.
- Building the institutional and technical capacity of the Ministry of Health (MOH), developing national health policies and strengthening emergency preparedness and response.
- Support for promoting the development of unified data and reporting management systems to enable monitoring, evaluation and learning.
- Development of the national capacity to prepare for, prevent and respond to public health emergencies.

1. OVERVIEW OF LABOUR USE ON THE PROJECT

1.1 Characteristics and numbers of project workers

CERHSPP will employ workers who meet the minimum age of employment in South Sudan, which is 18 years of age, with no discrimination regarding age, sex, gender, race or tribe. This provision is in line with UNICEF rules and regulations that stipulate that no staff, including staff of contractors, may be under the age of 18 years, regardless of national legislation that may allow workers under this age. All UNICEF contracts include a clause requiring contractors to verify the age of employees and to not employ anyone under the age of 18. Thus, it is expected that all workers on this project, whether direct workers or contracted and supply workers, will be over 18. Special attention will be given to ensuring gender equality in the hiring process.

CERHSPP categorizes workers as follows:

- **Direct workers:** UNICEF staff, Ministry of Health staff at state and County Health Department [CHD], health workers and community-based health workers -such as the Boma Health Initiative (BHI) workers and volunteers.
- **Contracted workers:** Implementing partner staff (nongovernmental organizations [NGOs]), consultants, contractors, and subcontractors
- **Primary supply workers:** Includes people employed or engaged by third party entities that provide goods and materials to the project. Commonly, these are factory and industry employees in foreign countries involved in the manufacture of supplies, medicines, equipment, construction materials.

1.1.1 Direct workers

UNICEF staff: The UNICEF staff are direct workers. For UNICEF, as international civil servants, the terms, and conditions of their employment with UNICEF will apply instead of the Labour Management Procedures (LMPs). The project will be managed and supervised by UNICEF staff, who will have the role of oversight and technical and project management. They will engage implementing partners (national and international NGOs) who have presence in Jonglei, Upper Nile and Unity States to provide direct implementation of the project in partnership with MOH workers at state, county, and health facility level. In addition, UNICEF staff will support implementation of national activities, including COVID-19 vaccination and a national cold chain system for COVID-19 vaccination.

MOH staff at all levels, including community health workers working in connection with the project, whether full-time or part-time, will remain subject to the terms and conditions of their existing public sector employment agreement, contract, or arrangement, since there is no provision for the legal transfer of their employment or engagement to the project. ESS2 will not apply to such government civil servants, except for the provisions of paragraphs 17 to 19 (protecting the workforce) and paragraphs 24 to 30 (occupational health and safety).

1.1.2 Contracted workers

- **NGO staff:** Humanitarian NGOs, both national and international, will be engaged by UNICEF as partners to provide direct implementation of the project, divided into 10 lots in Jonglei, Upper Nile

and Unity States. This group includes third-party monitors, who will be deployed to monitor supported activities nationally as well as to deliver specific interventions in the three target states. This will happen through an open selection process and best value for money considerations will be applied. The NGOs will hire technical staff, such as programme managers, and staff for key technical positions to directly oversee and improve health service delivery in the three states through technical assistance, project implementation and monitoring. They shall be hired according to the individual NGO human resources (HR) policies in line with the South Sudan Labour Act 2017. An estimated 450 NGO staff will be engaged through this process.

- **Contractor staff:** Consultants, contractors and third-party contracting companies will be engaged by UNICEF on a needs basis to deliver services at the national level and with particular focus in Jonglei and Upper Nile States and Pariang County in Unity State. The contracted services will range from technical areas such as third-party monitoring, various forms of capacity building, research and studies to rehabilitation works. Their selection will be through an open process and best value for money considerations will be applied. The contractors will hire technical consultants, technicians and manual labourers and artisans such as masons, electricians, plumbers, and carpenters to deliver the contracted services. They shall be hired according to the individual contractor HR policies in line with the South Sudan Labour Act 2017. The number of staff recruited will vary depending on the nature and scope of the contract with UNICEF.

At least 80% of the contracted workers (NGOs and other contractors) will be locally recruited in line with the National Labour Act 2017. The contractors will be encouraged to ensure gender parity, with attention paid to recruitment of women and assigning tasks according to capabilities rather than gender. All contractors engaged by UNICEF or implementing partners with funds received from UNICEF will work towards compliance with all applicable international standards (including the UNICEF ESF and the World Bank ESF) and national labour laws, rules and regulations relating to the temporary employment of national and international staff in connection with the services, including, but not limited to, laws, rules and regulations associated with the payment of the employer's portions of income tax, insurance, social security, health insurance, worker's compensation or other similar payments.

1.1.3 Primary supply workers

Primary supply workers Includes people employed or engaged by third party entities that produce or manufacture goods and materials that are procured by the project. Commonly, these are factory and industry employees in foreign countries involved in the manufacture of supplies, medicines, equipment, construction materials. A few local production and manufacturing companies also referred to as primary suppliers exists including for locally produced construction and packaging materials. When procuring goods and materials from primary suppliers, UNICEF will include specific requirements on child labour, forced labour and work safety issues in all purchase orders and contracts. If child labour, forced labour and/or serious safety incidents are identified in relation to primary supply workers, UNICEF will require the primary supplier to take appropriate steps to remedy them. Such mitigation measures will be monitored periodically to ascertain their effectiveness. Where the mitigation measures are found to be

ineffective, UNICEF will, within a reasonable period, shift the project's primary suppliers to suppliers that can demonstrate that they are meeting the relevant requirements.

1.2 Timing of labour requirements

Direct workers such as UNICEF staff will be on contract for this project for the duration of the grant. Consultants will be hired to fulfil specific assignments as per the applicable terms of reference. Similarly, all other contracted workers will be contracted for the duration of the assignments assigned to them in line with the scope of the approved terms of reference.

1.3 COVID-19 considerations

UNICEF staff will be involved in direct supervision and technical guidance of the project implementation of CERHSPP, which is a health system strengthening project that will support health care workers in COVID-19 vaccination and as well health service delivery. Key roles for UNICEF staff will be capacity building, development of guidelines, project monitoring and evaluation, and procurement and distribution of health products.

- Provide BSAFE and SSAFE security awareness training for UNICEF staff doing field visits, which allows them to work in hostile environments.
- Provide personal protective equipment (PPE) to staff – use of face masks, handwashing and hand sanitizing.
- Field visits need to be authorized for security clearance before being commenced.
- Encourage vaccination against COVID-19.
- Review staffing arrangements to minimize staff interactions.

NGO workers will be engaged in day-to-day supervision and technical oversight of health service delivery and COVID-19 vaccination programmes in Jonglei, Upper Nile and Unity. Field and Juba-based officers for the NGOs will regularly visit the sites and interact with communities, providing direct care to the beneficiaries.

- Provide basic training on security to staff and a briefing on contexts.
- Implement an appropriate occupational health and safety (OHS) system including provision of PPE to staff – use of face masks, handwashing, and hand sanitizing.
- Encourage vaccination against COVID-19.
- Review staffing arrangements.
- Social and physical distancing.

Contractor staff and third-party staff will be engaged in specific service provision in line with their respective terms of reference. These staff will visit specific sites and potentially interact with MOH, State Ministry of Health (SMOH) and CHD health workers and communities. UNICEF will ensure that these staff meet the following labour requirements as part of the agreement with the managing contractors.

- Provide basic training on security to staff and briefing on contexts.

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- Implement an appropriate OHS system including provision of PPE to staff – use of face masks, handwashing and hand sanitizing.
- Encourage vaccination against COVID-19.
- Review staffing arrangements.
- Social and physical distancing.

MOH staff are the immediate contact point for all persons presenting to the health facilities for medical care. These are MOH civil servants who shall be incentivized by the project. They are engaged at different capacities and levels and are under the various leadership of the CHDs. These are locally based staff.

- Orient staff on their roles with regard to patient care.
- Use infection prevention and control (IPC) measures at the health facility.
- Implement an appropriate OHS system including provision of PPE to staff – use of face masks, handwashing and hand sanitizing, as well as the provision of other equipment necessary for managing hazardous wastes and risks.
- Provide and encourage vaccination against COVID-19.
- Social and physical distancing.

Boma health workers are community health workers who are considered civil servants in line with the BHI MOH policy. They provide community liaison and treatment of diarrhoea, pneumonia and malaria, as well as referral and community messaging focal points. In addition to the Boma health workers, a network of community-based volunteers will also be engaged. Both the Boma health workers and volunteers will be equipped in line with the following labour requirements:

- Train staff on the BHI modules for patient care at community level.
- Direct supervision and on-the-job training by BHI supervisors from the NGOs that support them.
- Implement an appropriate OHS system including provision of PPE and the use of face masks, handwashing and hand sanitizing.
- Encourage and support staff to be vaccinated against COVID-19.

2. ASSESSMENT OF KEY POTENTIAL LABOUR RISKS AND MITIGATION MEASURES

2.1 Project activities

The additional financing for the CERHSPP builds on the CERHSP effective 1 July 2021 and the original CERHSP project took over from the previous Provision of Essential Health Services Project (PEHSP) in Jonglei and Upper Nile to provide COVID-19 emergency response and as well health systems strengthening and health service delivery support to Jonglei, Upper Nile and Unity States. CERHSPP will meet the needs of South Sudanese people and refugees who are affected by conflict, COVID-19 and climate-related shocks, in particular floods. The project objective is COVID-19 vaccine deployment in the country and the provision of essential health services for the most vulnerable populations in hard-to-reach areas – the States of Jonglei, Upper Nile and Unity.

The project will focus on the following key areas:

- Vaccine procurement through AVAT, deployment and building of climate-resilient cold chain equipment for safe storage and transport of vaccines and raising community awareness to promote COVID-19 vaccine planning and delivery in South Sudan.
- Provision of essential health services including high-impact maternal, neonatal and child health and nutrition services in the States of Jonglei and Upper Nile.
- Provision of essential health services including high-impact maternal, neonatal and child health and nutrition services targeting refugee and host communities in Maban County in Upper Nile State and Pariang County in Unity State.
- Responding to the impact of floods on health and nutrition infrastructure and services in Upper Nile, Jonglei.
- Building the institutional and technical capacity of the MOH, developing national health policies, and strengthening emergency preparedness and response.
- Support for promoting the development of unified data and reporting management systems to enable monitoring, evaluation, and learning.
- Development of the national capacity to prepare for, prevent and respond to public health emergencies.

2.2 Key labour risks

This section identifies the key labour risks for the project and sets out the mitigation measures that will be adopted by the project to address specific risks to contracted workers, including those relating to COVID-19.

2.2.1 Security risks

This specifically includes security risks associated with the ongoing conflict, such as threats to the personal safety of workers due to intercommunal violence or conflict between government and opposition forces. These may lead to loss of life, looting and destruction of health facilities by raiding forces and result in displacement of communities and health workers, leading to a humanitarian crisis.

A series of mitigation measures will be in place:

- Conduct regular security assessments by UNICEF and NGOs to provide early alert and warning mechanisms on potential and incoming threats to the security of the health workers and NGO workers in the project areas.
- Provide training to health workers on identifying security threats.
- Establish clear communication structures to the government and opposition commanding forces in the different localities.
- Suspend activities and evacuate staff in areas of potential and active conflict.
- Conduct mobile outreach after security clearance following movement protocols and convoys.
- Operate within humanitarian principles of neutrality and do not take any active part in conflict.

2.2.2 Gender inequality, gender-based violence (GBV), sexual exploitation and abuse (SEA) and sexual harassment (SH)

In South Sudan, there are rampant cases of sexual and gender-based violence (SGBV) that are set within the context and culture, requiring concerted efforts from partners to reduce and eliminate all forms of GBV. Child marriages and forced marriages are common, with women considered valuable for the wealth they bring in the form of dowry, and as a result many girls are hindered from pursuing education. Within a patriarchal society, women are often oppressed and have no voice in community matters and fall victim to loss of property, livelihoods, and different forms of SGBV. There is also disparity in access to health services with women unempowered to make their own decisions about their health.

Some mitigation measures:

- Prevention of SEA (PSEA) assessments of all NGOs and contractors working under the project.
- Training of health-care workers on SEA, SH and GBV and providing support to survivors of SGBV.
- Equal opportunities for and treatment of all health workers with no discrimination about sex or gender.
- The project will ensure that both women and men are able to participate meaningfully and equitably, with equal access to project resources.
- The project will not discriminate against women or girls or reinforce gender-based discrimination or inequalities.
- The project will ensure precautionary measures are in place to prevent potential exposure of beneficiaries, workers and affected people to SEA, including security personnel.
- NGOs will be expected to sign a code of conduct and monitor staff behaviour to prevent and mitigate the risk of SGBV by contracted employees.
- The project will ensure precautionary and control measures are in place to prevent potential exposure of beneficiaries, workers and affected people to health and safety hazards.
- The project includes specific actions and design parameters to ensure the inclusion and participation of women, such as equal opportunities for employment with NGOs and the MOH.
- Gender-sensitive third-party monitoring arrangements, including female focus group discussions, to provide more insight into the context and nature of these potential risks, as well as further ideas to increase the safety of female workers.
- Ensuring availability of a functional grievance redress mechanism (GRM) which can be used as a reporting channel, with specific referral pathways for GBV and SEA/SH.

2.2.3 Child labour

The dire humanitarian situation may lead families to adopt negative coping mechanisms, including child labour and forced labour. To mitigate the risk of child labour and forced labour, the project will:

- Ensure the existence of contractual requirements on prevention of child labour, minimum age of 18 and age verification protocol for each of the implementing entities.
- Verify documentary evidence (passport, identity card or birth certificate) of all workers prior to involving them in activities of the project.
- Ensure availability of a functional GRM which can be used as a reporting channel.

2.2.4 Natural and artificial disasters and risks

The effects of climate change are being felt across the world, and this has not eluded South Sudan. Recurrent floods and food scarcity due to drought have had detrimental effects on the lives and livelihoods of South Sudanese people, especially in Jonglei and Upper Nile. The country is prone to floods, especially along the riverine locations, and this significantly impacts service delivery. There is a need to pre-position supplies during the dry season and affected roads and floods make logistics impossible except by air during the rainy season. Communities are being displaced and are constantly on the move in search of higher ground, with significant losses to property and livestock. The inability to sustain a harvest leads towards an acute food insecurity crisis, and in some cases famine.

To mitigate these risks, the project will:

- Implement disaster management and preparedness plans to help identify, mitigate and respond to such crises.
- Through capacity building of communities provide local solutions such as community-led building of dykes to prevent overflows of the rivers and flooding.
- Pre-position supplies and drugs for health workers during the dry season and as such ensure that logistics are not hindered in the rainy season.
- Monitor weather conditions and alert NGOs and staff workers on potential risks, thus ensuring safety of the service providers.
- Apply emergency and preparedness measures included in the ESMP.

2.2.5 COVID-19 OHS

In response to the global COVID-19 pandemic and the risks of COVID-19 infection for staff administering the COVID-19 vaccines, UNICEF has embedded different protection measures across all stages of the project to protect the project workers including:

- Ensure that all workers have been trained on and are fully aware of COVID-19 symptoms, transmission mechanisms and preventive measures.
- Ensure that project workers maintain and enforce physical distancing of 1 to 2 metres between themselves and others (workers or beneficiaries).
- Ensure that all workers wear appropriate PPE including gloves and masks while performing their functions and regularly wash their hands or clean them with hand sanitizer.
- Strictly enforce rules to keep sick employees at home and away from the workplace.
- Allocate a separate enclosed space for isolation if a worker is suspected of infection until that person is directed to a medical facility for treatment.
- Disinfect work surfaces regularly, at least daily and at greater frequency during the day for intensive operations.
- Disinfect all public areas regularly, at the beginning, during and at the end of operations, without causing alarm to beneficiaries.
- Minimize or avoid sharing by employees of common workplace items like pens, pencils, notepads, computers, and telephones.

- Conduct workplace training on COVID-19 risk factors.
- Have a procedure to follow if a worker becomes sick (in line with WHO guidelines).
- Encourage all employees to take COVID-19 vaccinations.
- Support testing of the staff for COVID-19

2.2.6 Other OHS concerns

General health and safety hazards occurring in health-care facilities include manual handling injuries, such as sprains and strains from lifting and carrying patients; falls, trips, and slips; injuries caused by moving objects; mental stress; risk of exposure to diseases such as HIV-Aids for staff providing health care; and the risks of GBV for both project beneficiaries and project staff. These health and safety hazards may affect health-care providers, cleaning and maintenance personnel and workers involved in waste management handling, treatment, and disposal. Industry-specific hazards include exposure to infections and diseases, exposure to hazardous materials or waste, exposure to radiation and fire safety.

In addition, implementing partners and contractors will be required under the UNICEF Environment and Social Management Plan (ESMP) to ensure that workers receive basic safety training and that other preventive actions are taken as detailed in the project's environmental and social management framework (ESMF). Implementing partners will be required to:

- Ensure that appropriate levels of management and resources are in place to comply with the OHS requirements.
- Provide visible commitment and leadership on OHS, including provision of adequate qualified OHS staff and budgets.
- Identify and evaluate risks and normalize OHS activities (rules, instructions, and procedures).
- Analyse all incidents and accidents.
- Evaluate the indicators of OHS performance.
- Carry out internal audits of OHS MS.
- Evaluate OHS training requirements and ensure proper training commensurate with the type of work and associated OHS risks.
- Carry out medical follow-up of workers (such as emergency medical treatment on site, transportation to nearby hospitals) and health services provided.
- Report routinely, and immediately in cases of a serious OHS incident, on OHS compliance and performance.

UNICEF staff will undertake the following measures related to OHS risks:

- Ensure OHS terms and conditions in contracts.
- Monitor compliance and performance of implementing partners on OHS requirements.
- Establish OHS plans and procedures for UNICEF staff on OHS risks and ensure their implementation.

3. BRIEF OVERVIEW OF LABOUR LEGISLATION: TERMS AND CONDITIONS

The Republic of South Sudan established the Labour Act 2017, which is a legal framework for the minimum conditions of employment, labour relations, labour institutions, dispute resolution and provision of health and safety at the workplace, in accordance with the Constitution of the Republic of South Sudan, 2011, and in conformity with the international and regional obligations of South Sudan.¹

South Sudan has drafted policies and established institutions and responsibilities for labour management. It has ratified seven international labour conventions on forced labour, right to organize and collective bargaining, equal remuneration, abolition of forced labour, discrimination (employment and occupation), minimum age and the worst forms of child labour and has developed legislation, policies, and procedures in line with these conventions. The seven conventions are specified in the table below.

| Convention | Date | Status | Note |
|---|-------------|----------|------|
| C029 - Forced Labour Convention, 1930 (No. 29) | 29 Apr 2012 | In Force | |
| C098 - Right to Organise and Collective Bargaining Convention, 1949 (No. 98) | 29 Apr 2012 | In Force | |
| C100 - Equal Remuneration Convention, 1951 (No. 100) | 29 Apr 2012 | In Force | |
| C105 - Abolition of Forced Labour Convention, 1957 (No. 105) | 29 Apr 2012 | In Force | |
| C111 - Discrimination (Employment and Occupation) Convention, 1958 (No. 111) | 29 Apr 2012 | In Force | |
| C138 - Minimum Age Convention, 1973 (No. 138) <i>Minimum age specified: 14 years</i> | 29 Apr 2012 | In Force | |
| C182 - Worst Forms of Child Labour Convention, 1999 (No. 182) | 29 Apr 2012 | In Force | |

The terms and conditions of employment for UNICEF workers are as per the international UNICEF guidelines for employment, which may be different to the national policies under the Labour Act 2017. Contracted workers are governed by the local labour law policies. Key among these provisions are the following.

3.1 Non-discrimination

(1) No person shall discriminate, directly or indirectly, against an employee or job applicant in any work policy or practice. (2) No trade union, employers' association or federation shall discriminate, directly or indirectly, in any admission, representation or termination of membership, work policy or practice, collective agreement. (3) For the purposes of this section, discrimination includes any distinction, exclusion or preference with the effect of nullifying or impairing equality of opportunity or treatment in employment or occupation, based on the following grounds: race, tribe or place of origin, national extraction, colour, sex, pregnancy or childbirth, marital status, family responsibilities, age, religion,

¹ UNICEF staff follow the UN/UNICEF internal staff rules, policies, procedures and guidelines and do not follow local legislation.

political opinion, disability or persons with special needs; health and HIV/AIDS or membership in a trade union or participation in trade union activities.

3.2 Sexual harassment

(1) No person shall sexually harass an employee or an employer. This shall be an offence against an employee and which by its nature has a detrimental effect on that employee's job performance or satisfaction. (2) An employer shall ensure that no person shall sexually harass an employee during such employee's work for the employer. (3) An employer who employs 20 or more employees shall, after consulting with the employees' representatives, issue a policy statement on sexual harassment. (4) The policy statement shall contain, at a minimum: (a) the definition of sexual harassment as specified in the Labour Act; and (b) a statement that every employee is entitled to work that is free of sexual harassment; that the employer shall take steps to ensure that no employee is subjected to sexual harassment; that the employer shall take such disciplinary measures as the employer deems appropriate against any person under the employer's direction who subjects any employee to sexual harassment; that provides the process for bringing complaints of sexual harassment to the attention of the employer; that the employer will not disclose the name of a complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purpose of investigating the complaint or taking disciplinary measures in relation thereto; and that an employee who brings a complaint of sexual harassment in good faith shall not be disciplined, demoted, dismissed or otherwise prejudiced in such employee's employment with the employer as a consequence. (5) Sexual harassment does not refer to behaviour that is mutually acceptable to the parties involved. Friendships, whether sexual or otherwise, are a private concern and should be kept out of the workplace. (6) An employer shall make rules and regulations against sexual harassment to govern employer and employees in the place of work. (7) The employer shall bring the policy statement to the attention of each person under the employer direction.

3.3 Equal remuneration for work of equal value

(1) Every employee shall be entitled to equal remuneration for work of equal value. (2) Every employer shall take steps to guarantee equal remuneration for every employee for work of equal value. (3) Work of equal value is work which requires of workers a comparable amount of knowledge attested to by a qualification, or work experience, capacities derived from acquired experience, responsibilities and physical or intellectual effort. (4) Any unilateral decision by an employer or group of employers and any provisions of any agreement of whatever nature which contravenes the provisions of this section shall be deemed null and void. (5) The rate of remuneration of employees who have been prejudiced by any discriminatory decision or agreement shall be replaced by the rate of remuneration attributed by virtue of that decision or agreement to the other employees. (6) An employee who has been paid remuneration at less than the rate to which such employee is entitled in keeping with the equal pay rule, shall have the right to recover from the employer the amount by which such employee has been underpaid. (7) The Ministry of Labour, Public Service and Human Resources Development has the right to apply this section without prejudice to subsection (6) above.

3.4 Freedom of association

(1) All employees and employers, without restriction whatsoever, shall have the right to establish and, subject only to the rules of the trade unions or employers' association concerned, join trade unions or employers' association of their own choosing.

3.5 Prohibition of forced labour

(1) No person shall engage in the recruitment or use of forced labour or assist any other person to engage in such activities. (2) For the purpose of this subsection, the following shall not constitute forced labour: (a) any work or service exacted by virtue of compulsory military service laws or for work of a purely military character, provided that the recruitment of children for use in armed conflict shall be deemed to be forced labour; (b) any work or service which forms part of the normal civic obligations of citizens in South Sudan; (c) any work or service exacted from any person as a consequence of a conviction in a court of law, provided that the work or service is carried out under the control and supervision of a public authority and that the person is not hired out to or placed at the disposal of any private person, company or association; (d) any work or service exacted in case of emergency, such as in the event of war, natural disaster or threat of natural disaster or calamity, or any other circumstance that may endanger the existence or the well-being of the population or part of it; or (e) minor community service performed by any member of a community in the direct interest of the community, provided that the members or the representatives of such community are consulted.

3.6 Illegal movement of employees

(1) No person shall organize, or assist in the organization of, illicit or clandestine movement of one or more employees into or out of South Sudan for the purposes of having the employee perform work for: (a) the person who organized or assisted in the organization of the illicit or clandestine movement; or (b) a third party. (2) An employer shall not employ or engage for the purposes of performing work an employee whom the employer knows to be illegally present in South Sudan.

3.7 Minimum working age

(1) This section shall apply to all forms of work performed by children, whether or not the child is an employee. (2) Subject to the provisions of subsection (3) of this section, no person shall engage or permit the engagement of a child under the age of 14 years to perform works defined under section 13 of the Labour Act as worst forms of work in this Act. (3) The prohibition established under subsection (2) above shall not apply to children's work in school or in other training institution for educational or vocational purposes, if such work is carried out in accordance with conditions prescribed by the Minister, after consultation with the Council, and is an integral part of: (a) a course of education or training for which a school or training institution is primarily responsible; (b) a programme of training approved by the Minister; or (c) a programme of orientation designed to facilitate the choice of an occupation or of a line of training. (4) Without prejudice to the provisions of Section 25 of the Child Act 2008, and in line with this section, a child who has attained the age of 12 years may be engaged to perform light work, provided that such work: (a) is not harmful to the child's health or safety, or the child's moral or material welfare

or development; and (b) does not interfere with the child's attendance at school, participation in vocational orientation or training programmes approved by the Minister or the child's capacity to benefit from instruction received.

3.8 Worst forms of child labour

(1) No person shall engage or permit the engagement of a child under the age of 18 years in any hazardous work which constitutes the worst forms of child labour. (2) The worst forms of child labour shall include: (a) all forms of slavery or practices similar to slavery, such as sale and trafficking of children, debt bondage and serfdom, forced or compulsory labour, and forced or compulsory recruitment of children for use in armed conflict; (b) the use, procurement or offer of a child for prostitution, for the production of pornography or for pornographic performances; (c) the use, procurement or offer of a child for illicit activities, in particular for the production and trafficking of drugs as defined in international treaties as ratified by the government; (d) work, which by its nature or circumstances in which it is carried out, is likely to harm the health, safety or morals of the child.

3.9 Right to privacy

(1) During the course of selecting, appointing, engaging or employing an employee, or following the termination of an employee's contract, an employer or private employment agency shall not: (a) collect any personal data that is irrelevant to the inherent requirements of the position; (b) cause or permit any personal data collected to be accessed or disseminated for reasons other than those for which it was originally collected or as otherwise provided by law; or (c) store any personal data related to an employee for a longer period than is required for the specific purpose for which such data was collected. (2) An employer shall have the right to access personal data pertaining to that employee that is held by another employer or private employment agency and to request removal or correction of irrelevant or inaccurate data. (3) An employer may establish rules and limits on or prohibit the use of the employer's information technology for personal purposes. (4) The use of remote surveillance facilities at the workplace for the purposes of monitoring is prohibited. (5) Without prejudice to subsection (4) above, the employer may use remote surveillance facilities at the workplace for the protection and safety of persons and property, or as part of the productive process, in which case the employer shall inform employees of the existence and the purpose of such facility.

3.10 Disputes regarding fundamental rights at work

(1) If there is a dispute about the interpretation or application of any provision of an employment contract, any party to the dispute may report the dispute in writing to the Commission for Conciliation in accordance with Section 102 of this Act. (2) If the dispute remains unresolved following conciliation, any party to the dispute may appeal to the Labour Court for adjudication.

3.11 Employment contracts

(1) An employment contract may be oral or written and may be for a definite period, an appropriate period or the performance of a specific task. (2) An employer may require an employee to serve a

probationary period, provided that such probationary period shall not exceed three months. (3) If, upon the expiration of a contract for a definite period, an employee continues working without the express dissent of the employer, the contract shall be deemed to be renewed on the same terms and conditions as the expired contract. (4) Where an employee's employment continues in accordance with subsection (3) for a total period of two years, the employee shall be deemed to be employed under an employment contract for an indefinite period.

Every employment contract shall contain all such particulars as necessary to define the rights and obligations of the parties including: name of employer and place of employment; name of employee, place of employment; duration of employment; appropriate period of notice to be given by the party wishing to terminate the contract, which shall not be less than the minimum period of notice provided for in the Labour Act; rates of remuneration and method of calculation, the manner and periodicity of payment of wages and advances of wages, if any, and the manner of payment of any such advances.

No employment contract shall provide less favourable conditions for the employee than those provided for under the Labour Act and any applicable law, regulation or collective agreement.

3.12 Disputes regarding employment contracts

If there is a dispute about the interpretation or application of any provision of the Labour Act, any party to the dispute may refer the dispute in writing to the Commission for Conciliation in accordance with Section 102 of the Act. If the Commission fails to resolve the dispute within a period of one month from the date of reference, any party to the dispute may apply to the Labour Court for adjudication.

3.13 Wages and salaries

All employers shall pay the wages/salaries of their employees without discrimination on the basis of nationality and in the same legal tender as stated in Sections 8(1) and (2) of the Labour Act 2017. Payment shall be made during working hours of working days at or near the place of employment or to bank account advised in writing by employee to employer. Employers shall pay wages/salaries of employees as follows: (a) for employees employed on an hourly or daily basis, at the end of each day; (b) for employees employed for a period of up to one month, at the end of each month; and (c) for employees employed to perform a specific task, at the end of completion of the task.

An employer shall pay the net due to the employee and deductions from the wage/salary shall be made for taxes, rates, subscriptions or contributions provided by law; alimony or childcare payments ordered by a competent court; an amount due from an employee as a contribution to a pension scheme; a reasonable amount by way of rent for any accommodation provided by an employer to an employee; an amount on account of moneys lent or advanced by the employer, subject to a written prior agreement; an amount for damage or loss to the property of the employer provided that the damage or loss has been proven on reasonable grounds to have been negligently caused by an employee and the total amount deducted does not exceed the damage or loss actually suffered by the employer. An employee shall be informed of any such deductions.

An employer shall provide an employee, with each payment of wages/salaries, with a written pay statement in writing in form and language that an employee understands. An employer shall pay an employee all wages and other accrued entitlements and benefits to which such employee is entitled within 30 days from the date on which employment of such employee was terminated, regardless of the cause of such termination.

If there is a dispute about the interpretation or application of any provision of the Labour Act, any party to the dispute may report the dispute in writing to the Commission for Conciliation.

3.14 Normal working hours

The normal working hours for an employee shall not exceed eight hours per day and 40 hours per week. An employer may require an employee to perform more than eight normal working hours for one or more days per week, provided that the normal working hours of employees not engaged in shift work shall not exceed nine hours in a day and be proportionately reduced on other days in the week such that the working hours of an employee do not exceed 40 hours in a week.

3.15 Overtime work

(1) When an employee works beyond the maximum normal working hours provided, the extra working hours shall be considered overtime. Overtime shall not apply to employees employed: (a) in a position classified by an employer as a senior management position; (b) in the case of employees subject to the Civil Service Act, 2011, in a position classified as leadership or Super Grade Category. An employee may be granted leave in lieu of overtime.

An employer may agree with an employee to work more than three hours of overtime in following emergency situations: (a) actual or imminent disaster or accident in order to avert a peril to life or health or to prevent serious damage to property, or to ensure the continued operation of the undertaking; (b) urgently required work to be done to the plant, equipment, machinery or other property to maintain the undertaking; (c) prevention of damage to perishable goods; (d) performance of work of vital public importance.

An employer shall pay an employee for overtime on the date of the payment of wages and not later than a month from the date on which the overtime work was performed at the rate of at least: (a) one and one half times an employee regular hourly rate, if the overtime work was performed on an ordinary working day and; (b) two times an employee regular hourly rate, if the overtime work was performed on a weekly holiday.

3.16 Break rest and weekly holiday

An employer shall give an employee who works continuously for more than five hours a break rest of meal for at least one continuous hour with pay. For the purposes of this section, work is continuous unless it is interrupted by an interval of at least 60 minutes. Any rest period for an employee of less than one half hour shall be considered part of working time.

An employee shall be entitled for a weekend holiday not less than 24 consecutive hours. An employer shall permit an employee to take the weekly rest entitlement on such day as is customary or on a different day as agreed between the employer and the employee.

3.17 Annual leave

An employee is entitled to annual leave with full pay as follows: (a) after continuous service of one year or more but less than three years, 21 working days per year; (b) after continuous service of three years or more but less than 15 years, 25 working days per year; and (c) after continuous service of 15 years or more, 30 working days per year.

An employee may take annual leave at such time or times as agreed between an employee and employer, provided that the employer shall not unreasonably refuse an employee request for annual leave. Untaken annual leave entitlement shall accumulate from year to year.

Where an employee has accumulated two years of untaken annual leave as above, they may, by written agreement with the employer, accept financial compensation for half of the untaken annual leave entitlement. An employee shall receive financial compensation for any annual leave not taken by or paid out to an employee upon termination of employment, irrespective of the cause of such termination.

3.18 Public holidays

All public holidays shall be observed on calendar days. An employee is entitled to paid leave on such days as are declared by the Ministry to be public holidays. An employee who is required to work on a public holiday shall be entitled to: (a) two times that employee's regular hourly rate for all time worked on the public holiday; or (b) one day of paid leave by way of compensation.

3.19 Leave for vocational and union training or functions

The employer shall grant leave of absence with full pay to an employee who is a member of a union to attend a training, workshop, seminar or function sponsored by the union internal or external bodies. The union shall furnish the employer with a list of its officials in appropriate time.

3.20 Sick leave

An employee is entitled to 12 days of sick leave on full pay per year of continuous service. An employee may take paid sick leave where the employee is unable to work due to incapacity arising from illness or injury. An employee shall notify the employer of the need to take sick leave, and the anticipated duration of such sick leave as soon as the employee becomes aware of the incapacity to work. An employer may require an employee to provide a medical certificate from a government hospital or clinic or private clinic, verifying the employee's incapacity arising from illness or injury and the anticipated duration of such incapacity to work.

3.21 Maternity leave

(1) A female employee is entitled, on each occasion she is pregnant, to 90 days' maternity leave with full pay, and 45 days for breastfeeding while working for half day as stipulated in subsection (7) below. (2) An employee who takes maternity leave in accordance with subsection (1) above shall take at least 90 days of that leave entitlement immediately following childbirth. (3) An employee who intends to take maternity leave in accordance with this section shall give her employer at least 14 days' notice of her intention to proceed on maternity leave. (4) A period of maternity leave taken before the anticipated date of childbirth shall be extended by the time, if any, between the anticipated and actual date of childbirth, and the period of compulsory maternity leave following childbirth shall not be reduced on that account.

(5) An employee who has a miscarriage or a stillborn child is entitled to leave for six weeks after the miscarriage or stillbirth. (6) Following a period of maternity leave taken in accordance with this section, an employee shall have the right to return to the position that she held immediately before the maternity leave.

(7) An employee who returns to work after maternity leave and is nursing her child is entitled to a period of at least six months from the date of her return to the following: (a) two breaks of 30 minutes each during working day; (b) a reduction of 60 minutes from her daily hours of work; or (c) provision of a clean space for baby-seaters in workplace for lactating mothers to breastfeed their babies regularly.

(8) The entitlement to nursing breaks in subsection (7) above is in addition to any other rest periods to which an employee may be entitled and shall be considered as working time with pay accordingly. An employer shall not require or permit an employee who is pregnant or nursing a child to perform work that is hazardous to her health or the health of the child.

3.22 Parental leave

An employee is entitled, on each occasion that the mother of their child is pregnant, to two weeks of parental leave on full pay, to be taken within three days after the birth of the child or immediately following miscarriage by the mother. An employee shall, after paternity leave, have the right to return to the position that they held immediately before the parental leave.

3.23 Compassionate leave

An employee who is employed to work more than four days a week and has completed at least three months of continuous service for the employer is entitled to up to three days of compassionate leave on full pay each year. An employee may take any part of their entitlement to compassionate leave in any of the following circumstances: (a) illness or injury of the employee's child or spouse; (b) death of a family member of the employee. Untaken compassionate leave entitlements shall not accumulate from year to year.

3.24 Unpaid leave

An employee is entitled to request a period of unpaid leave for any reason, including for the purposes of: (a) observing or attending to religious or cultural ceremonies or practices; (b) caring for a family member who is suffering from a serious illness or injury and who depends on the employee for essential care; (c) undertaking study relevant to the work performed by the employee for the employer; and (d) accompanying an employee's partner in circumstances where an employee's spouse is required to move outside South Sudan for work.

Unpaid leave requested by an employee as above shall not be unreasonably refused by the employer and will be subject to such terms and conditions as are agreed in writing between the employer and the employee.

3.25 Night work

An employer who requires night work to be performed shall: (a) obtain an employee written agreement to perform such work; (b) take special measures to ensure the health, safety and security of employees who perform night work. An employer shall not require or permit an employee who is under the age of 18 years to perform night work. An employer shall not require or permit an employee who is pregnant or who has recently given birth to perform night work during: (a) the eight weeks leading up to the anticipated date of childbirth; (b) the eight weeks immediately following childbirth; (c) any other period specified by a medical certificate from a government hospital or clinic or private clinic stating that night work may endanger the health of the employee or her child.

3.26 Work away from place of recruitment

An employer shall not allow an employee to leave the workplace to another location in or outside South Sudan without written agreement with such employee. If an employee is recruited for employment in a place which is more than 100 kilometres from the place of recruitment or is required to move to such a place during the course of employment, the employee shall be entitled to: (a) an additional four days' paid leave each year; and (b) repatriation of an employee and any family members residing with the employee upon termination of the employment.

The repatriation entitlement shall not apply in circumstances where the employment was terminated: (a) on an employee initiative; (b) in accordance with Section 76 of the Labour Act; (c) with adequate and sufficient time notice of such transfer; (d) with appropriate travel arrangement costs for the employee's family and belongings from the current workstation to the new workstation; (e) with subsistence allowance of equivalent to 90 days of their consolidated salary/wage.

3.27 Employees with special needs

The Minister may promulgate regulations governing employment of apprentices, persons with disabilities and any other category of employee they may deem necessary to be protected under the Labour Act.

3.28 Disputes regarding general conditions of employment

If a dispute arises regarding interpretation or application of any provision of the Labour Act, any party to such dispute may report the dispute in writing to the Commission for Conciliation in accordance with Section 104 of the Labour Act. If the dispute is unresolved following conciliation, any party to the dispute may apply to the Labour Court for adjudication.

3.29 Termination of employment

An employment contract may be terminated by either party: (a) after continuous service by the employee for one year or more on one month's notice to the other party; (b) after continuous service by the employee for six months or more, but less than one year, on two weeks' notice to the other party; (c) after continuous service by the employee for less than six months on one week's notice to the other party.

Subject to subsection (d) an employment contract for a definite period or for a specified task shall come to an end upon expiry of the defined period or completion of the specified task without either party giving notice to the other party. Notwithstanding the provisions of this section nothing shall prevent: (a) the parties agreeing to a longer period of notice of termination; (b) the employer waiving the right to receive notice of termination upon the request of an employee; (c) the employee accepting payment, instead of notice of termination, equivalent to the total wages/salaries and other entitlements to which the employee shall have been entitled for the period of notice required; (d) termination without notice for gross misconduct in accordance with section 76 of the Labour Act.

An employer may terminate an employment contract based on any or more of the following reasons: (a) incapacity of an employee to perform work as required by the employment contract; (b) repeated failure by an employee to perform work as required by the employment contract to a satisfactory standard; (c) gross misconduct of an employee at work or in circumstances which have a real and substantial connection to the employment with the employer; or (d) changes in the operational requirements of the employer of which the employee has no capacity to operate.

An employment contract shall not be terminated for the following reasons: (a) if an employee is a member of or participant in any activity of a trade union outside working hours or with the consent of the employer within working hours; (b) if an employee is seeking office as or acting or having acted as representative of other employees at the workplace of the employer; (c) if employees are filing a complaint or grievance or participating in proceedings against the employer involving an alleged violation of the Labour Act, other laws or regulations or the terms of a collective agreement or award; (d) any of the grounds of discrimination prohibited by section 6 of the Act; (e) absence of an employee from work for reasons acceptable according to the provisions of the Act or authorization by the employer; or (f) failure by the employer to provide an employee with any entitlements provided for under the Act or any other applicable law, collective agreement or arbitration award.

An employer shall provide an employee with a written statement of the reason for termination: (a) at the time of giving notice of termination to an employee; or (b) in circumstances where no notice can be served at the time of termination of the employment contract.

3.30 COVID-19 considerations

- There are no specific labour changes with regard to the COVID-19 emergency.
- The law provides that health workers or necessary staff during an emergency may be called upon to carry out key tasks over and above the normal working hours.
- Health workers who are sick will be accorded sick leave on full pay.
- Vaccination and health workers will use PPE to prevent transmission and protect themselves from COVID-19.
- Physical distancing and IPC measures will be applied in health facilities to reduce transmission of COVID-19.

4. BRIEF OVERVIEW OF LABOUR LEGISLATION: OHS

4.1 Duty to ensure safety, health, and welfare at workplace

An employer shall ensure safety, health, and welfare at the workplace for all the employees. Without prejudice to the generality of this duty, an employer shall be responsible for the following:

- Provision and maintenance of good order of any plant, system, or procedure of work by ensuring that such plant, system, and procedure are safe to the employees at the workplace.
- Taking reasonably practicable measures to ensure safety and the absence of risk to health in connection with the use, handling, storage and transport of any article and substance.
- Provision of such information, instruction, training, and supervision as is necessary to ensure the safety and health at work of every employee, including regular training on the requirements of safety, health and welfare policy adopted in accordance with provisions of Section 111 of the Labour Act.
- Prevention of contamination at the workplace by protection of any employee from toxic gas, noxious substance, or material likely to cause risk to safety or health.
- Taking reasonably practicable measures to provide and maintain a safe working environment for employees or other persons present at the workplace and provision of clean drinking water.
- Informing and educating employees of any risk from new technologies.
- Ensuring that employees participate in the application and review of safety and health measures.
- Generally, inform and consult employees and their representatives on all questions related to workplace health and safety.

When determining what is reasonably practicable for the purposes of the employer duty above, the following shall be taken into consideration:

- the likelihood of occurrence of any hazard or risk at workplace
- harm that may result if such hazard or risk occurred
- what the employer knew or ought to have known about the hazard or risk and any ways of eliminating or reducing such hazard or risk
- the availability, suitability, and cost of ways to eliminate or reduce the hazard or risk.

An employer who fails to comply with a duty imposed under this section violates the provisions of the Labour Act.

4.2 Duty to implement safety, health, and welfare policy

- An employer shall, in consultation with employees and such other persons as the employer considers necessary, carry out a risk assessment in relation to the safety, health and welfare of employees and other persons present at the workplace.
- An employer shall develop, in consultation with employees and such other persons as the employer considers necessary, a safety, health and welfare policy, setting out measures the employer shall take to comply with the requirements of this section and any other applicable law or regulation in force.
- The employer shall take practicable steps to implement and ensure compliance with the safety, health and welfare policy developed in accordance with this section.
- The safety, health and welfare policy developed in accordance with this section shall be reviewed by the employer, in consultation with employees and such other persons as the employer considers necessary, on a regular basis and at any time a change is made to the place or processes of work.
- An employer shall make a copy of the safety, health and welfare policy available to all employees to whom such safety, health and welfare policy applies.
- An employer shall maintain a copy of the risk assessment and safety, health and welfare policy at the workplace or place of business for review by a labour inspector.

4.3 Employee duty to comply with safety, health and welfare measures

- An employee shall comply with all measures implemented by the employer in accordance with the employer duties under Sections 110 and 111 of the Labour Act.
- This requirement includes but is not limited to, using such safety appliances, firefighting equipment and PPE as provided by the employer in compliance with employer instructions.
- Repeated failure by an employee to comply with these requirements may be grounds for termination of their employment contract in accordance with the provisions of Sections 72 and 73 of the Labour Act.

4.4 Duty of other persons to ensure safety, health and welfare at the workplace

Any person who is to some extent in control of a workplace or means of access to a workplace or egress from a workplace or any plant or substance provided for the use or operation of persons at a workplace shall ensure that such premises, means of access or egress from such premises or plant or substance is safe and without risks to health.

Any person who designs, manufactures, imports or supplies any plant or substance for use at a workplace shall:

- Ensure that the plant or substance is safe and without risk to health when properly used.
- Carry out or arrange for the carrying out of such research, testing and examination as may be necessary for the purpose of the discovery and the elimination or minimization of any risks to safety or health to which the plant or substance may give rise.
- Take such steps as are necessary to make available in connection with the use of the plant or substance at work adequate information about: the use for which the plant is designed; any conditions necessary to ensure that, when put to such use, the plant shall be safe and without risk to health; the results of any relevant tests carried out on or in connection with such substance; any conditions necessary to ensure that the substance shall be safe and without risks to health when properly used.

Any person who erects or installs any plant for use for work at any workplace where that plant is to be used by employees at such workplace shall ensure, as far as is reasonably practicable, that nothing about the way the plant is erected or installed makes such plant unsafe or risky to health when properly used. A person who fails to comply with this section violates the provisions under the Labour Act.

4.5 Exposure to imminent hazard

An employer shall take immediate steps to stop any operation or activity and evacuate all employees present if there is an imminent danger to the safety and health of employees. If an employee has reasonable grounds to believe that there is an imminent and serious danger to life, safety or health at the workplace, such employee shall immediately report the fact to the immediate supervisor and depart from the situation of hazard. An employer shall not dismiss or take disciplinary action with regard to an employee who has departed from a situation of hazard. An employer shall not require an employee to resume work in circumstances where there is a continuing imminent and serious danger to life, safety or health of such employee.

4.6 Duty of employer to notify labour inspector

An employer shall notify the Labour Inspectorate of any accident, dangerous occurrence or occupational poisoning which has occurred at the workplace no later than 48 hours from the moment of the occurrence. If any of these events causes death of an employee, the employer shall notify the Public Prosecution Attorney immediately.

The report shall be in a written form by the Labour Inspectorate if the incident causes: (a) death of an employee or other person at the workplace; (b) fire or explosion; (c) a serious injury to an employee or other person at the workplace; or (d) incapacity of an employee to perform work for one day or more.

An employer shall keep record of all workplace injuries for at least five years and make such copy available for inspection by a labour inspector or a person or the representative of a person injured in the incident or whose health and safety was exposed to immediate risk by the incident, or to the representative of a person whose death was caused by the incident.

If a person injured in an accident dies after the accident is notified under this section, the employer shall send a notice of the death in writing to the Labour Inspectorate as soon as the employer is informed of the death.

If an accident occurs to an employee and the occupier of the workplace is not the employer of an employee injured or killed, the employer of such employee shall immediately report the accident to the occupier and the Labour Inspectorate. The Minister may, on the advice of the Council, prepare a list with all dangerous occurrences to which this section shall apply.

4.7 Medical examination

The Minister may, by regulations, require any person seeking employment involving hazardous work or night work to undergo a medical examination before beginning such employment and continue with medical examination at regular intervals during the employee's employment.

Any medical examination shall be carried out by a qualified medical practitioner at the expense of the employer. The results of the medical examination shall be kept confidential and not disclosed to any person, other than the person examined, except upon order of a competent authority.

Notwithstanding any medical examination required under this section, an employer may not require a pregnancy test, or a certificate of such test, when a woman is applying for employment, except if the work is: (a) prohibited or restricted for pregnant women under the Act or any applicable law; or (b) if there is a recognized or significant risk to the health of the pregnant woman.

Notwithstanding any medical examination required under this section, an employer shall not require HIV/AIDs screening for an employee or any person applying for work.

4.8 Medical attention

An employer shall ensure provision of first aid treatment and appropriate medical care for any employee injured or who becomes seriously ill at the workplace.

4.9 Amenities at workplace

An employer shall provide sufficient supply of wholesome water for use of any employee at the workplace. An employer shall provide such other amenities as are required to ensure the safety, health and welfare of employees and other persons at the workplace.

4.10 Additional regulations of safety, health and welfare at workplace

After consultation with general trade unions and employers' associations and upon advice from the Council, the Minister may issue regulations, codes of practice and guidelines establishing additional requirements or guidance for compliance with the duties set out under the Labour Act, including but not limited to requirements or guidance related to the following:

- Representation and consultation of employees on matters of safety, health and welfare at the workplace.
- Particular types of work, including work at height, in confined spaces, with hazardous substances, with heavy machinery and with electricity.
- Particular types of workplaces, including construction sites, major hazard facilities and mines.
- Testing and notification requirements of persons with duties under Sections 115 and 116 of the Labour Act.
- Notification of incidents in accordance with Section 115 of the Labour Act.
- Provision of medical attention or amenities at workplace in accordance with Sections 117 and 118 of the Labour Act.

4.11 World Bank OHS requirements

The World Bank ESS2 is primarily relevant in terms of OHS of health system workers as well as the overall security of workers. The project encompasses direct project workers, contracted workers as members of the implementing partners (NGOs) and short-term contracted workers for the rehabilitation works of the facilities following the large-scale flooding experienced for most of 2021. Incentivized civil servants are not subject to the LMP and will remain subject to the terms and conditions of their existing public sector employment agreement. OHS provisions with a focus on infectious diseases in health facilities as well as

the rehabilitation works in the facilities are to be implemented for all workers and included in the ESMF. This includes the provision of PPE, adequate health waste management and precautions against accidents and pollution during the rehabilitation works as detailed in the standards of care. More differentiated are provisions related to security, which are dependent on the familiarity with and integration of workers into local areas, ranging from international to national to local personnel. Provisions are included in the project's security management plan, which outlines provisions for workers as well as requirements for the different organizations, including support and referral structures in case of incidents, insurance, and so on. A worker specific GRM allows the different workers to raise their concerns.

4.12 COVID-19 considerations

4.12.1 Community use of face masks

The South Sudan MOH recommends the community use of cloth face coverings (or masks) in public settings. The purpose of the cloth masks is to slow the spread of the virus and help people who may have the virus and do not know it from transmitting it to others, by diminishing the number of respiratory droplets that wearers put out into the environment.

MOH also emphasizes that face coverings are a measure not to protect the wearer but to protect others from the wearer, who may be potentially spreading virus even if they are not yet ill. Good social distancing practices will mitigate risk more effectively.

Cloth masks are however *not* considered appropriate for health-care workers. Studies that evaluated use of cloth masks in health-care facilities found that workers using cotton cloth masks were at increased risk of infection compared with those who wore medical masks. Medical masks and N95 respirators should be reserved for health-care workers, in view of the global shortage of supplies.

It is important to note that no one measure, including the use of masks, is sufficient to provide an adequate level of protection against COVID-19, and a combination of other preventive measures needs to be practised and adhered to. These include:

- Practising social distancing of at least 2 metres.
- Frequent washing of hands with soap and water.
- Using a sanitizer frequently (if available).
- Cleaning and disinfecting surfaces regularly.

4.12.2 Home-based isolation

Patients should remain in their room separated from other family members as much as possible. Symptomatic management of fever might be required. This should be done together with a robust risk communication. A guidance on home-care isolation will be annexed to this document that will explain safe isolation measures and self-monitoring of symptoms.

Criteria for home-based isolation:

- Contact with patient confirmed to have COVID-19 within 14 days.
- Asymptomatic patients: laboratory confirmed with no symptoms.

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- Mild symptoms: cough and sore throat, low-grade fever $<38^{\circ}\text{C}$, respiratory rate of 12–20/min, heart rate $<100/\text{min}$, O₂ saturation on room air $>94\%$.
- Moderate symptoms: cough, sore throat, fever $>38^{\circ}\text{C}$, myalgia, shortness of breath with no signs of sepsis or acute respiratory distress syndrome (ARDS), respiratory rate of 20–30/min, heart rate 100–120/min, O₂ saturation on room air 90–94%.

4.12.3 Special considerations for patients with co-morbidities being managed at home

Asymptomatic, mild and moderate patients with co-morbidities have more risk of degrading to a severe and critical form of COVID-19. We therefore recommend that a team of trained community health workers ensure regular monitoring of this category of patient at home and raise the alert to the management team when required. The community health workers will be trained on using PPE, safe monitoring of pulse rate, blood pressure and oxygen saturation (SpO₂). They will also be equipped with a checklist of signs to monitor.

This category includes patients with the following characteristics or conditions:

- age >60 years
- smoker
- cardiovascular disease
- diabetes
- hypertension
- immune deficiency
- chronic kidney disease
- chronic respiratory disease
- chronic liver disease
- malnutrition
- ongoing treatment for cancer.

4.13 Facility-based management

Patients will be admitted in a designated COVID-19 ward for supportive management. Hospital staff in the admitting facility will be trained on admission criteria, PPE donning and doffing, COVID-19 supportive case management and end-of-life support. In Juba the existing Infectious Disease Unit will be used for supportive treatment of COVID-19 patients.

4.13.1 Admission criteria

- Severe patients: pneumonia with ARDS, sepsis/septic shock and multi-organ failure, cough, sore throat, fever $>38^{\circ}\text{C}$, myalgia, shortness of breath with signs of sepsis and/or ARDS, respiratory rate of $>30/\text{min}$, heart rate $>120/\text{min}$, O₂ saturation on room air $<90\%$.
- Critical: acute and potentially reversible organ dysfunction poorly responding to initial resuscitation, severe respiratory failure or intubated (SpO₂ /FiO₂ ratio <200), refractory circulatory shock (SBP <90 mmHg, lactate >4), more than single organ failure.

4.13.2 Other COVID-19 strategic response elements

- Mental health and psychosocial support for COVID-19 patients, health-care workers and caregivers will be provided from the time of declaration of laboratory results and throughout the duration of treatment as needed.
- All COVID-19 patients in isolation will be given nutritional support in terms of prevention, screening for malnutrition and treatment of those identified with acute malnutrition, as per the national protocol.

5. Roles and responsibilities

5.1 Project management and implementation

UNICEF is the grant recipient and shall transfer the implementation to NGOs, who will be allocated specific lots in Jonglei and Upper Nile. UNICEF will be responsible for:

- Direct project oversight and management.
- Procurement and distribution of medical supplies to Jonglei and Upper Nile.
- Training and capacity building of NGOs and health-care workers on specific technical and operational matters.
- Budget control and oversight and reporting to the World Bank.
- Supportive supervision and monitoring of implementation of all aspects of the health project.
- Implementation of an OHS system including procurement of PPE and other equipment necessary to manage hazardous wastes and situation, COVID-19 prevention supplies and equipment and distribution to the project locations.
- GRM and PSEA monitoring and reporting (routine and serious incidents).

5.2 Contracting by UNICEF

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

- Establishing the LMP.
- Ensuring implementation of the key provisions of the LMP among its direct staff and consultants.
- Informing contractors of the provisions of the LMP and ensuring provisions on key requirements are included in contracts.
- Updating the LMP when necessary, in the course of preparation, development and implementation of the project.
- Maintaining records of recruitment and employment of UNICEF direct workers.
- Monitoring that OHS standards are met in line with national OHS legislation.
- Monitoring training of the project workers on OHS and training them if necessary.
- Informing direct staff and contractors of available grievance mechanisms.
- Ensuring all direct workers sign a code of conduct on GBV, SEA and SH.

5.2.1 Contractor management

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

- UNGM registration number
- copy of valid official registration documents: trade registration certificate, taxpayer card, Zakat card
- supplier profile signed and stamped of UN code of conduct document
- official bank letter signed and stamped showing company name, bank account and currency
- screening against UN sanctions list.

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

- two-year set of financial statements for the full financial year signed and stamped (preferably audited)
- certificate of incorporation
- vendor contact details, contact person, email and telephone number
- screening against UN sanctions list.

5.2.2 Contractual provisions and non-compliance remedies

UNICEF will incorporate the agreed labour management requirements as specified in the bidding documents into contractual agreements with the contractors/service providers, together with appropriate non-compliance remedies (such as the provision on withholding a percentage of payment to a contractor in case of non-compliance with relevant environmental, social, and health and safety requirements and removal of personnel from the works). In the case of subcontracting, UNICEF will require the contractors/service providers to include equivalent requirements and non-compliance remedies in their contractual agreements with subcontractors. Risk management measures outlined above include OHS (provision of PPE and other required OHS equipment, OHS plans, staffing, training, insurance, emergency plan, OHS reporting, etc.), working conditions (wage, rest entitlement, etc.), non-discrimination (female workers, etc.), code of conduct to prevent GBV, mitigations to child and forced labour (minimum age verification, etc.), worker GRM and incident reporting) and non-compliance remedies for potential violation of health and safety provisions.

5.2.3 COVID-19 considerations

Specific COVID-19 considerations for contracting will include:

- As part of the bidding/tendering process, specific requirements for certain types of contractors, and specific selection criteria that demonstrate capacity for waste management, certification and COVID-19 policies are in place.

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- Provision of medical insurance where applicable covering treatment for COVID-19, sick pay for workers who either contract the virus or are required to self-isolate due to close contact with infected workers and payment in the event of death.
- Specific procedures relating to the workplace and the conduct of the work, such as physical distancing and work rotation during upsurges.
- IPC strategies, vaccination strategies, health worker exposure risk assessment and management and developing an emergency response plan, per WHO guidelines.
- Appointing a COVID-19 focal point with responsibility for monitoring and reporting on COVID-19 issues and liaising with other relevant parties.
- Contractual provisions and procedures for managing and monitoring the performance of contractors, considering changes in circumstances prompted by COVID-19.

5.2.4 Performance monitoring

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

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

5.3 Contractors and primary supply workers

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

- Comply with OHS mitigation measures included in the ESMF and this LMP. These measures will apply to contracted and subcontracted workers.
- Maintain records of recruitment and employment process of contracted workers.
- Clearly communicate job description and employment conditions to contracted workers.
- Report any incidents and accidents (in line with the definition of the Environmental Social Commitment Plan ESCP) to UNICEF in a timely manner.
- Establish and maintain a GRM for their own workers.
- Have a system for regular review and reporting on labour and occupational safety and health

performance.

- Ensure all contracted workers sign a code of conduct on GBV, SEA and SH.
- With support from UNICEF, assign an OHS focal point at central level who will be responsible for ensuring compliance with all OHS measures, including the establishing of a daily monitoring and reporting mechanism at field level which can enable the activation of immediate measures.
- With support from UNICEF, the service provider OHS focal point will be responsible for ensuring that all contracted workers including UNICEF staff are trained on OHS through formal training and equipped with COVID-19 protective gear. The service provider will be responsible for providing UNICEF (and when applicable SFD) with a report confirming the training dates, training venues, training outcomes and workers' confirmation of receipt of COVID-19 protective gear.

6. RISKS AND MITIGATION MEASURES

6.1 Security risks

A series of mitigation measures aligned to the provisions in the Security Management Plan (SMP) will be in place:

- Conduct regular security assessments by UNICEF and NGOs to provide early alert and warning mechanisms on potential and incoming threats to the security of health workers and NGO workers in the project areas.
- Provide training to health workers on identifying security threats.
- Establish clear communication structures to the government and opposition commanding forces in the different localities.
- Suspend activities and evacuate staff in areas of potential and active conflict.
- Conduct mobile outreach after security clearance following movement protocols and convoys.
- Operate within humanitarian principles of neutrality and do not take any active part in conflict.

6.2 Gender inequality, GBV, SEA and SH

Some mitigation measures in line with the GBV Action plan:

- Conduct PSEA assessments of all NGOs working under the project.
- Train health-care workers on SEA, SH and GBV and provide support to survivors of SGBV.
- Equal opportunities for and treatment of all health workers with no discrimination with regard to sex or gender.
- The project will ensure that both women and men are able to participate meaningfully and equitably, with equal access to project resources.
- The project will not discriminate against women or girls or reinforce gender-based discrimination or inequalities.
- The project will ensure precautionary measures are in place to prevent potential exposure of beneficiaries, workers and affected people to SEA, including security personnel.
- NGOs will be expected to sign a code of conduct and monitor staff behaviour to prevent and mitigate the risk of SGBV by contracted employees.
- The project will ensure precautionary and control measures are in place to prevent potential exposure of beneficiaries, workers and affected people to health and safety hazards.

- The project includes specific actions and design parameters to ensure the inclusion and participation of women, such as equal opportunities for employment with NGOs and the MOH.
- Gender-sensitive third-party monitoring arrangements, including female focus group discussions, to provide more insight into the context and nature of these potential risks, as well as further ideas to increase the safety of female workers.
- Ensuring availability of a functional GRM which can be used as reporting channel with specific referral pathways for GBV and SEA/SH.

6.3 Child labour

The dire humanitarian situation may lead families to adopt negative coping mechanisms, including child labour. To mitigate the risk of child labour, the project will:

- Ensure the existence of contractual requirements on prevention of child labour, minimum age of 18 and age verification protocol for each of the implementing entities.
- Verify documentary evidence (passport, identity card or birth certificate) of all workers prior to involving them in activities of the project.
- Ensure availability of a functional GRM which can be used as a reporting channel.

6.4 Natural disasters and risks

To mitigate these risks, the project will:

- Develop disaster management and preparedness plans to help identify, mitigate and respond to such crises.
- Through capacity building of communities provide local solutions such as building dykes to prevent overflows of the rivers and flooding.
- Pre-position supplies and drugs to health workers during the dry season to ensure that logistics are not hindered in the rainy season.
- Monitor weather conditions and alert NGOs and staff workers on potential risks, thus ensuring safety of the service providers.

6.5 Vaccination programme measures

Plans or procedures should be in place to address the following issues, where relevant to the activities:

- Obtaining adequate supplies of medical PPE, including gowns, aprons, curtains; medical masks and respirators (N95 or FFP2); gloves (medical and heavy duty for cleaners); eye protection (goggles or face screens); handwashing soap and sanitizer; and effective cleaning equipment.
- Prioritizing different groups for allocation of vaccines, based on WHO guidance for the fair and equitable allocation of COVID-19 vaccination or national regulations (as appropriate).
- Training medical staff on the latest WHO advice and recommendations on the specifics of COVID-19 and principles of fair, equitable and inclusive access to and allocation of project benefits, including vaccines.
- Training medical staff on the priority groups for allocation of vaccines and the timetable for these groups, as well as why they are required to only vaccinate persons from the particular priority group at the particular time.
- Improving community perception of vaccination programmes, particularly where they are taking place in fragile, conflict or vulnerable settings (such as displaced person camps) or affecting vulnerable sectors (such as children under 5, pregnant women, older people, hard-to-reach groups), by sensitizing community members on the safety and efficacy of the vaccine and building

public trust in the ability of the vaccination campaign to avoid increased risk of COVID-19 infection.

- For vaccination sites, ensuring that the space is organized in a safe and socially distant manner, and necessary logistical controls and waste management are planned for in advance.
- For the deployment and use of vaccines, having safe cold chain practices, checking that vaccines are approved for use by WHO or another regulatory authority agreed by the World Bank, selecting safe injection equipment, immunization practices for vulnerable people (such as pregnant women or children under 5), immunization waste-disposal plan, supervision and reporting on implementation of immunization practices as required under national legislation.
- Conducting enhanced cleaning arrangements, including thorough cleaning (using adequate disinfectant) of catering facilities, canteens, food and drink facilities, latrines, toilets and showers, common areas, including door handles, floors and all surfaces that are touched regularly.
- Training and providing cleaning staff with adequate PPE when cleaning consultation rooms and facilities used to treat infected patients.
- Implementing a communication strategy/plan to support regular communication, accessible updates and clear messaging about the spread of COVID-19 in nearby locations, the latest facts and statistics and applicable procedures.

7. AGE OF EMPLOYMENT

7.1 Minimum working age as per Labour Act 2017

(1) This section shall apply to all forms of work performed by children, whether or not the child is an employee. (2) Subject to the provisions of subsection (3), no person shall engage or permit the engagement of a child under the age of 14 years to perform works defined under section 13 of the Labour Act as worst forms of work. The prohibition established under subsection (2) above shall not apply to children's work in school or in other training institution for educational or vocational purposes, if such work is carried out in accordance with conditions prescribed by the Minister, after consultation with the Council, and is an integral part of: a course of education or training for which a school or training institution is primarily responsible; a programme of training approved by the Minister; or a programme of orientation designed to facilitate the choice of an occupation or of a line of training. (4) Without prejudice to the provisions of section 25 of the Child Act 2008, and in line with this section, a child who has attained the age of 12 years may be engaged to perform light work, provided that such work: is not harmful to the child's health or safety, or the child's moral or material welfare or development; and does not interfere with the child's attendance at school, participation in vocational orientation or training programmes approved by the Minister or the child's capacity to benefit from instruction received.

7.2 Project mitigation measures to avoid child labour

- The minimum age for employment shall be 18 years.
- All employees must produce documentary evidence of age, such as passport, national ID, birth certificate or age of assessment prior to being involved in the project.
- Ensure NGOs and partners sign the code of conduct against child employment.
- Ensure the existence of contractual requirements on prevention of child labour, minimum age of 18 and age verification protocol for each of the implementing entities.
- Ensure availability of a functional GRM which can be used as a reporting channel.

- Put in place disciplinary measures that may lead to dismissal or penalties for parties found to be contravening this code of conduct against child labour.

7.3 COVID-19 considerations

- Ensure that children accessing services in the project are prevented from employment and from exposure to COVID-19 risks from health workers on unsafe surfaces at the health facility.

8. TERMS AND CONDITIONS

8.1 UNICEF workers- direct workers

The terms and conditions for employment of UNICEF workers are as per the international UNICEF guidelines for employment, which may be different to the national policies.

8.2 MOH workers – health workers and community health workers- direct workers

The project shall not provide direct salaries to employees who are considered civil servants or CHD staff.

All benefits that are reserved for employees are a prerogative of the government, as led by the CHDs and state ministries of health. Boma community health workers are considered government employees. MoH and other health workers will be subject to the terms and conditions of their existing contract arrangements.

8.3 NGO workers- contracted workers

- The terms of employment are governed by specific NGO policies but in most cases are aligned to the national labour laws of South Sudan, in particular the Labour Act 2017.
- Work hours shall be 40 hours a week, with a one-hour break for lunch.
- Salaries shall be as per specific NGO rates and salary structure.

8.4 COVID 19 considerations

- In some cases, workers may be expected to work on a rotational basis to minimize the risk of transmission in the event of an upsurge in cases.
- PPE will be provided for all health workers.
- Physical distancing, cleaning and disinfection of surfaces and applicable COVID-19 prevention measures will be taken.
- Infected employees will be isolated at home or at a health facility if necessary, and this shall be treated as part of their sick leave in accordance with HR policies.

9. GRIEVANCE REDRESS MECHANISM-GRM

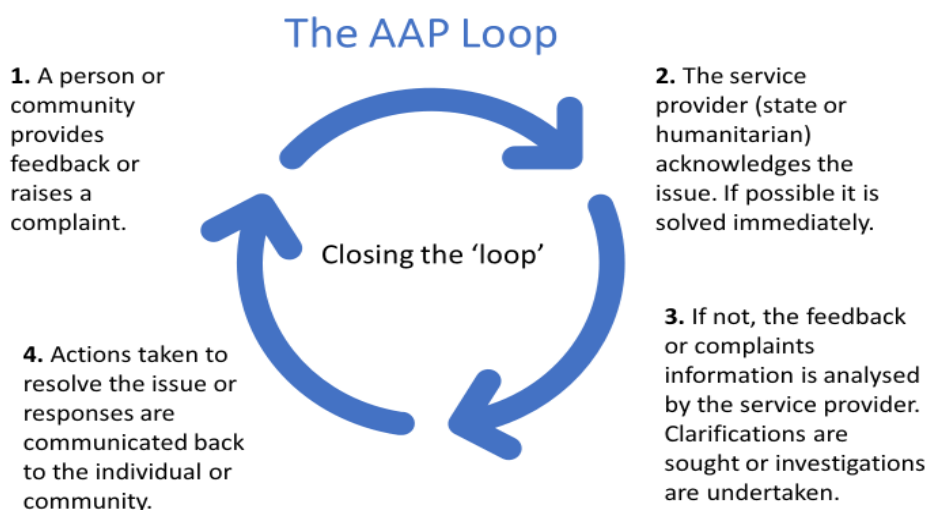
9.1 Handling of complaints and accountability

UNICEF is committed to addressing complaints through a dedicated GRM or accountability to affected populations (AAP) that supports beneficiaries, community members, service provider personnel and contracted workers to raise complaints and disagreements related to social, environmental and OHS impacts and standards.

AAP is “an active commitment to use power responsibly by **taking account of, giving account to and being held to account by the people humanitarian organizations seek to assist**” (IASC). A culture of AAP entails people-centred programming, participation, evidence-based learning, and a rights-based approach to accountability.

The principles for an effective GRM/AAP as applied by UNICEF are:

- **Leadership/governance:** AAP will be considered in programme objectives, monitoring and evaluation, reporting and partnership agreements.
- **Transparency:** requires sharing programme procedures, processes and structures, including lines of responsibility and authority, with affected populations.
- **Feedback and complaints:** means actively collecting feedback and complaints from affected populations and learning from them in order to improve programme delivery and relationships.
- **Participation:** enabling affected populations, with attention to marginalized groups, to play a role in decision-making processes that affect their lives.
- **Design, monitoring and evaluation:** utilizing the information provided by affected populations to monitor and evaluate programmes, and ensure they know how this occurs.



- Timeline for the AAP loop. Step 1 should be taken as soon as within the day the concern is noted. Step 2 should be taken within a day. Step 3 should be taken within a week- 7 days. Step 4 should be accomplished within 14-21 days from the time the complaint is received.
- The South Sudan commitments and the PEHSP AAP system are also an opportunity to establish and strengthen social accountability relationships.
- Social accountability relationships are between providers, the state, and citizens.

The **UNICEF CERHSPP AAP system** will:

- Collect and analyse feedback and complaints.
- Enable access for vulnerable citizens through multiple issue-raising streams.

- Align with UNICEF policies to **recognize, safely and sensitively handle and pass on** allegations of SEA, corruption and child safeguarding breaches.
- Contribute to the health-care commitments of South Sudan.
- Establish and strengthen social accountability relationships.

The UNICEF AAP system is founded on the community BHI approach and utilizes a **five streams approach with the following actors and their roles:**

| AAP actors | Roles |
|---|---|
| Boma health committee members | Receive feedback and complaints, have regular meetings |
| Boma health workers and their supervisors | Collect feedback and complaints from households |
| Women's AAP champions | Receive feedback and complaints, with a focus on women and people with disabilities |
| Health facility AAP male and female focal points | Receive feedback and complaints from patients |
| Partners' AAP focal person(s) | Receive feedback and complaints, and digitize others' records |
| UNICEF AAP focal person(s) | Receive feedback and complaints, analyse digital records, and share results |

The GRM/ AAP is disclosed to beneficiaries, direct workers, contracted workers, and primary supply workers through specially designed advocacy, communication, and social mobilization strategy and activities. The disclosure of the GRM and information on its operations and benefits will be provided by all the AAP actors including use of IEC materials and other visibility channels.

The AAP system responsibilities are:

- UNICEF has zero tolerance for SEA, corruption, and violation of children's safety by staff and those connected to its projects.
- Train all AAP system actors to recognize, handle and report allegations of SEA, corruption and child safeguarding breaches.
- Safely and sensitively forward allegations to the correct authorities in UNICEF through phone and email.

9.2 Basic principles of management of complaints

When receiving a complaint, always ensure the following to adequately manage the complaint:

- If the complaint relates to corruption or PSEA then it must be immediately reported to UNICEF through the relevant channels.

- Immediate verification or investigation of the complaint must be undertaken by the implementing partner (IP).
- Adequate actions to address the complaint must be acted upon without delay by the IP to ensure complaints do not escalate and create tensions between the communities/authorities and the IP.
- Results of the verification together with the adequate actions taken by the IP to address the complaints must be communicated as feedback to the complainant. The feedback may be done verbally but should also always be provided in writing. Copies of the written feedback should be sent to UNICEF with the monthly logbook.
- Minutes of any meeting to provide feedback to the complainant or investigate the raised complaint must be taken and copies sent to UNICEF with the monthly logbook.
- The IP should request UNICEF to be present in meetings to respond to major or complex complaints (multiple complaints for multiple health facilities/locations and that have been raised for a while). UNICEF staff will attend as much as possible or feasible and will help facilitate the feedback on expectations not covered by the PEHSP.

9.3 SEA and child safeguarding

Alongside feedback and complaints, any AAP system must be able to handle allegations of SEA and to sensitively and safely pass them to the correct UNICEF authorities.

“SEA is the abuse or attempted abuse of a position of vulnerability, differential power or trust for sexual purposes or the actual or threatened physical intrusion of a sexual nature by UN personnel, their implementing partners or other aid workers, against the people they serve.” (UNICEF ST/SGB/2003/13)

- **Partners must immediately** report SEA and child safeguarding allegations through their respective organization’s internal reporting mechanisms *and* to the UNICEF head of office in the country or the UNICEF director of the Office of Internal Audit and Investigations (OIAI) through a dedicated email address (integrity1@unicef.org).
- **UNICEF staff must immediately** report SEA and child safeguarding concerns to the UNICEF OIAI (integrity1@unicef.org), UNICEF country representative or UNICEF PSEA specialist in South Sudan. There is also a dedicated email address for UNICEF staff to use for reporting (ssd-pseainfo@unicef.org)
- **Community members** can call +211920111333 (English Number) or +211920111888 (Arabic number). They may also email psea.ss@one.un.org

9.4 Corruption

Corruption entails *“the actual or attempted use of deceit, falsehood, or dishonest means (including wilful omission) to secure direct or indirect financial or material gain, personal advantage or other benefit, and includes fraudulent conduct, corrupt conduct, collusive conduct, coercive conduct, and obstructionist conduct. It includes attempted fraud (even if unsuccessful)”*. (UNICEF)

Corruption is treated **as misconduct and is grounds for dismissal**. It may also lead to UNICEF referring perpetrators to law enforcement authorities and beginning actions to recover losses.

- **Partners and UNICEF should immediately report** allegations to the UNICEF implementing partnerships management (IPM) of the country office using provided email addresses and/or (integrity1@unicef.org).
- **Community members should report** directly to the UNICEF director of the OIAI in New York via its email address (integrity1@unicef.org).

The entire grievance collection and redressal process is registered and recorded in the UNICEF digital logbook. This enables the implementation of comprehensive quality assurance processes, with concrete protocols, to ensure that all grievances are recorded and handled in a proper manner. The grievances related to exploitation of female workers, including sexual harassment and abuse, GBV at the workplace and unfair treatment, will be prioritized for action.

The number, frequency and topics of grievances and feedback will be analysed and reported periodically to the related units and administrative level. Based on these detailed reports, the most frequently addressed issues will be identified and improvement activities initiated.

All service providers will also be required to maintain or establish a GRM for their contracted workers. This will be included in the term of reference with the service provider and monitored.

9.5 COVID-19 considerations

In COVID-19 response projects, the nature of complaints may be particularly time-sensitive and sensitive in terms of confidentiality. The five streams approach for addressing specific worker grievances allows workers to quickly report labour issues, such as a lack of PPE, unsafe vaccination practices, lack of proper procedures or unreasonable overtime, and allows the project to respond and take necessary action, while allowing confidentiality as and where appropriate to the circumstances.

10. CONTRACTOR MANAGEMENT

10.1 Selection process of contractors

A comprehensive procurement and contracting process shall be carried out at the country office with the approval of the Proposal Review Committee and guidance of the senior management and regional team.

10.2 Contractual provisions

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

- Comply with OHS mitigation measures included in the ESMF and this LMP. These measures will apply to contracted and subcontracted workers and primary supply workers.

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- Maintain records of recruitment and employment process of contracted workers.
- Clearly communicate job descriptions and employment conditions to contracted workers, including signing the code of conduct.
- Enforce the code of conduct, including the timely reporting of incidents.
- Have a system for regular review of and reporting on labour and occupational safety and health performance.

10.3 Monitoring and managing the performance of NGO service providers

UNICEF closely monitors the performance and implementation of NGO service providers through various methods:

- Review of monthly and quarterly reports of performance.
- Site visits to verify activities carried out.
- Analysis of health indicators, achievements and tasks related to performance and captured in the DHIS system.
- Third-party monitoring mechanism in place to verify reports shared by partners and that exist on the ground.
- Use of performance improvement plan mechanisms for partners that are unable to satisfactorily demonstrate improved performance.
- Contractual obligations for financial monitoring to avoid fraud, with potential to result in termination if found.
- Use of code of conduct documentations and follow-up to ensure implementation of OHS procedures and policies.

10.4 COVID-19 considerations

Specific COVID-19 considerations for contracting will include:

- As part of the bidding/tendering process, specific requirements for certain types of contractors, and specific selection criteria to demonstrate that capacity for waste management, certification and COVID-19 policies are in place.
- Provision of medical insurance where applicable covering treatment for COVID-19, sick pay for workers who either contract the virus or are required to self-isolate due to close contact with infected workers and payment in the event of death.
- Specific procedures relating to the workplace and the conduct of the work, such as physical distancing and work rotation during upsurges.
- IPC strategies, vaccination strategies, health workers exposure risk assessment and management and developing an emergency response plan, per [WHO guidelines](#).
- Appointing a COVID-19 focal point with responsibility for monitoring and reporting on COVID-19 issues and liaising with other relevant parties.
- Contractual provisions and procedures for managing and monitoring the performance of contractors, considering changes in circumstances prompted by COVID-19.

11. COMMUNITY WORKERS

Since Boma Health workers are considered MOH staff and part of the health system, the project does not have community workers in the sense of ESS2.

12. PRIMARY SUPPLY WORKERS

12.1 Project mitigation measures

Project mitigation measures to avoid child labour among primary supply workers are:

- The minimum age for employment shall be 18 years.
- All employees must produce documentary evidence of age, such as passport, national ID, birth certificate or age of assessment prior to being involved in the project.
- Ensure the existence of contractual requirements on prevention of child labour, minimum age of 18 and age verification protocol for each of the implementing entities.
- Ensure availability of a functional GRM which can be used as a reporting channel.
- Put in place disciplinary measures that may lead to dismissal or penalties for parties found contravening the code of conduct against child labour.