

COOPERATIVE REPUBLIC OF GUYANA

**ONE HEALTH GUYANA PROJECT
(P508693)**

LABOUR MANAGEMENT PROCEDURES

FINAL

SEPTEMBER 2025

ABBREVIATIONS

CERC	Contingency Emergency Response Component
CoC	Code of Conduct
E&S	Environmental and Social
ESHS	Environmental, Social, Health and Safety
ESIA	Environmental and Social Impact Assessment
ESMP	Environmental and Social Management Plan
ESS	Environmental and Social Standards
GBV	Gender-Based Violence
GLDA	Guyana Livestock Development Authority
GOG	Government of Guyana
IDA	International Development Association
ILO	International Labour Organization
LMP	Labour Management Procedures
M&E	Monitoring and Evaluation
MOH	Ministry of Health
NAPHS	National Action Plan for Health Security
OHS	Occupational Health and Safety
PEU	Project Implementation Unit
PPE	Personal Protective Equipment
RDC	Regional Democratic Council
SEA/SH	Sexual Exploitation and Abuse / Sexual Harassment
SEP	Stakeholder Engagement Plan
TBD	To be Determined

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1.0. INTRODUCTION

1.1. Contextual Background

Guyana One Health Project aims to strengthen national systems for the prevention, detection and response to public health threats at the human-animal-environment interface. Project activities include the rehabilitation and upgrading of key veterinary and public health laboratories, construction of quarantine facilities, and capacity building for disease surveillance and management.

The project will consist of **five components**:

Component 1. Enhance Laboratory and Workforce Capacity (US\$ 9 million)

Component 2. Strengthening Health Surveillance Systems for Early Detection and Response (US\$7.5 million).

Component 3: Strengthening One Health Coordination and Capacity (US\$ 3 million).

Component 4: Project Management, Monitoring and Evaluation (M&E) (US\$2.5 million).

Component 5. Contingency Emergency Response Component (CERC) (US\$0 million).

1.2. Purpose of LMP

This Labour Management Procedures (LMP) for the One Health project outlines the principles, rules, and procedures for managing and monitoring project workers in compliance with **World Bank Environmental and Social Standard 2 (ESS2: Labour and Working Conditions)** and relevant national labour laws. The LMP ensures that the rights of workers are protected, risks of labour-related issues are minimized, and a safe and fair work environment is maintained.

This LMP applies to all categories of Project workers defined under ESS2: direct workers, contracted workers, community workers (if any), and primary supply workers. It outlines measures to ensure fair treatment, non-discrimination, safe working conditions, prevention of Sexual Exploitation and Abuse/Sexual Harassment (SEA/SH), and accessible grievance redress.

2.0. POLICY, LEGAL AND REGULATORY FRAMEWORK

This Chapter outlines the national legal instruments and institutional framework that govern labour and employment conditions in Guyana, and their alignment with World Bank Environmental and Social Standard 2 (ESS2) on labour and working requirements.

2.1. Legal Framework

National laws, supplemented by international obligations ratified by Guyana, and World Bank ESS2 requirements, will govern the labour and employment conditions under the Guyana One Health project.

Table 1: Key National Legislation

Law / Act	Key Provisions
Labour Act (Cap. 98:01)	Governs employment contracts, hours of work, rest days, and termination procedures. Prohibits unfair dismissal and sets minimum working conditions.
Occupational Health and Safety Act (Cap. 99:06)	Establishes duties of employers to ensure safe working environments; mandates protective gear, training, and accident reporting.
Terminations and Severance Pay Act (Cap. 96:01)	Provides for notice periods, severance pay, and grounds for termination.
Prevention of Discrimination Act (Cap. 99:09)	Prohibits discrimination in employment on the grounds of race, sex, religion and disability.
Employment of Young Persons and Children Act (Cap. 99:01)	Sets the minimum age of employment at 15 years and restricts hazardous work to individuals aged 18 and older.
Trade Union Recognition Act (Cap. 98:07)	Supports the right of workers to form and join trade unions and engage in collective bargaining.
Public Health Ordinance (Cap. 145)	Empowers health authorities to manage public health risks, relevant to biohazard waste and health worker protections.
Environmental Protection Act (Cap. 20:05)	Governs environmental management, relevant to incinerator use and construction impacts.
Amerindian Act (Cap. 29:01)	Protects the rights of Indigenous peoples over land, resources, and self-governance; Establishes Village Councils as the main authority within indigenous communities; outlines procedures for engagement and consent in indigenous territories.

2.2. International Conventions Ratified by Guyana

Guyana is a member of the International Labour Organization (ILO) and has ratified the following core conventions relevant to ESS2:

- **ILO Convention No. 87:** Freedom of Association
- **ILO Convention No. 98:** Right to Organize and Collective Bargaining
- **ILO Convention No. 100:** Equal Remuneration
- **ILO Convention No. 105:** Abolition of Forced Labour
- **ILO Convention No. 138:** Minimum age
- **ILO Convention No. 182:** Worst Forms of Child Labour

These conventions, together with national law, create a foundation for the ethical and safe management of project workers.

2.3. Institutional Framework

The effective implementation of labour standards under this project relies on coordination between several national institutions responsible for labour legislation, public health, veterinary services, and environmental oversight. The project may have a footprint in Indigenous communities, and in the event of such, it is essential that institutional roles be clearly defined to ensure smooth implementation, culturally appropriate engagement, and legal compliance.

Table 2: Institutional Roles

Institution	Role
Ministry of Labour	<ul style="list-style-type: none">• Enforces the Labour Act and other-related statutes.• Conducts labour inspections and investigations of workplace complaints• Oversees compliance with occupational health and safety (OHS) standards through its OHS department.• Provides guidance on working conditions, minimum wage, and child labour and termination procedures.
Ministry of Health – Project Execution Unit	<ul style="list-style-type: none">• Lead implementing agency responsible for overall project execution and compliance with World Bank ESS2.• Supervises contractors’ adherence to the LMP.• Monitors the grievance redress mechanisms (GRM) and ensures OHS provisions are followed.• Coordinates with other sectoral agencies and regional bodies for on-the-ground oversight.
Guyana Livestock Development Authority (GLDA)	<ul style="list-style-type: none">• Sector agency responsible for managing the quarantine holding facilities and the GLDA laboratory at Mon Repos.• Will be directly involved in overseeing contractors during rehabilitation and construction activities.

Institution	Role
	<ul style="list-style-type: none"> • Provide technical guidance to the PEU on matters relating to animal health.
Public Health Reference Lab (NPHRL)	<ul style="list-style-type: none"> • Beneficiary institution for the Biosafety Level 3 (BSL-3) lab rehabilitation. • Coordinates with MOH and PEU on facility design, health worker protections, and operational safety.
Environmental Protection Agency	<ul style="list-style-type: none"> • Regulates environmental safeguards and waste management standards under the Environmental Protection Act. • Reviews and approves permit for incinerators and laboratory operations involving hazardous waste. • Conduct environmental inspections as needed.
Regional Democratic Councils (RDCs)	<ul style="list-style-type: none"> • Serve as the regional administrative authority for the project locations. • Support site mobilization, regional labour coordination, and community sensitization. • Act as liaisons between the project and local workers, particularly for labour influx management or employment concerns.
Lethem Mayor and Town Council – Region 9	<ul style="list-style-type: none"> • Serves as the primary local authority within Lethem and holds jurisdiction over infrastructure development, permitting, urban planning, and local labour oversight in the town. • Liaison between contractors and the town's residents. • Assist with permit issuance and municipal approvals.

2.4. World Bank ESS2

The World Bank's stipulations related to labour are outlined in ESS2 and includes key objectives:

- Promote safety and health at work;
- Promote fair treatment, non-discrimination and equal opportunity of project workers;
- Secure protection of project workers, including vulnerable workers such as women, persons with disabilities, children (of working age, in accordance with this ESS) and migrant workers, contracted workers, community workers and primary supply workers, as appropriate;
- Prevent the use of all forms of forced labour and child labour;
- Support the principles of freedom of association and collective bargaining of project workers in a manner consistent with national law; and
- Provide project workers with accessible means to raise workplace concerns.

ESS2 applies to project workers including full-time, part-time, temporary, seasonal and migrant workers. Where government civil servants are working in connection with the project, whether full-time or part-time,

they will remain subject to the terms and conditions of their existing public sector employment agreement or arrangement, unless there has been a legal transfer of their employment or engagement to the project. ESS2 will not apply to government civil workers.

ESS2 applies to all project workers. For civil servants engaged under their standard terms, national systems apply; however, where they are seconded or contracted specifically for the Project, they will be covered by ESS2 requirements to the extent practicable.

2.5. Terms and Conditions (Wages, Deduction and Benefits)

Direct workers (PEU Staff, consultants): remain subject to the terms and conditions of their public service or consultancy contracts. Benefits such as leave entitlements, pensions (where applicable), and statutory deductions are governed by public service rules or the Labour Act.

Contracted workers (contractors, subcontractors, service providers): fall under the Labour Act provisions, including statutory minimum wages, deductions for social security (NIS) and severance pay where applicable. Written contracts are mandatory.

Primary supply workers must comply with national laws, including minimum wage and NIS contributions.

All workers under the project are protected from forced/child labour under the Employment of Young Persons and Children Act, which prohibits work under 18. The project strengthens this by requiring all workers to be 18 or older for civil works or health-related tasks.

2.6. Occupational Health and Safety

The Occupational Health and Safety Act require employers to provide safe working conditions, PPE, training, accident reporting, and first aid facilities. Employers are liable for ensuring a workplace free from hazards, in line with ESS2.

Direct workers, such as PEU Staff, follow OHS requirements, when required. Contracted workers must comply with the OHS Act and site-specific OHS plans (aligned with World Bank EHS Guidelines). This includes provision of PPE, worker induction, safety representatives, and reporting of accidents to the Ministry of Labour and PEU.

Primary suppliers must meet OHS Act standards. The project conducts supplier vetting to ensure compliance.

Where national enforcement capacity is limited, the project commits to applying the World Bank EHS Guidelines and ensuring contractors prepare site-specific OHS management plans.

2.7. Key Gaps between National Legislation and World Bank ESS2

Table 3 presents a summary of World Bank Requirements and key gaps with Guyana's legal requirements.

Table 3: Key Gaps between National Legislation and World Bank ESS2

ESS2 Requirement	Provision in Guyana Law	Identified Gap	Project Approach / Mitigation
Minimum working age (18 for hazardous work)	Employment of Young Persons and Children Act – sets minimum at 15; hazardous work restricted at 18	Law permits work at 15, but may not clearly define “hazardous”.	Project requires minimum age of 18 for all workers in civil works or health-related activities.
Freedom of Association and Collective Bargaining	Protected under Trade Union Recognition Act	Implementation and enforcement vary across sectors	Project will respect union rights; workers free to organize or join unions.
Written Labour Contracts	Required for permanent employment but not strictly enforced across all sectors	Informal hiring practices are common	All project workers (contracted and direct) will be issued written contracts .
Grievance Redress Mechanism (GRM) for Workers	Not explicitly required under national law	No requirement for employers to provide a dedicated GRM	Project established a dedicated, confidential GRM for all workers
Protection from Sexual Exploitation, Abuse and Sexual Harassment (SEA/SH)	Addressed under general criminal law and the Prevention of Discrimination Act	No specific workplace policy requirements for SEA/SH prevention.	All project workers (directed and contracted) must adopt and enforce a Code of Conduct including SEA/SH provisions; training required.
Occupational Health and Safety	Covered under OHS Act	Resource constraints may limit enforcement in remote areas	Project will apply World Bank EHS Guidelines; site-specific OHS plans required.
Forced Labour	Prohibited under national and international law	Limited inspection/enforcement in supply chains	Contractor vetting and supplier due diligence will ensure no forced or bonded labour.
Non-Discrimination	Prohibited under Prevention of Discrimination Act	Weak enforcement and low awareness	Project will implement inclusive hiring practices, particularly

ESS2 Requirement	Provision in Guyana Law	Identified Gap	Project Approach / Mitigation
			in Indigenous and rural areas.

Where gaps exist between national law and ESS2, the Project will apply ESS2 requirements. This includes written contracts, prohibition of child labor under 18 for hazardous work, protections against SEA/SH, and equal treatment for women and vulnerable groups.

This multi-tiered institutional framework supports a coordinated approach to labour management, grievance solution, occupational safety, and the inclusion of indigenous perspectives. Institutional engagement will be sustained throughout project implementation to ensure that all project workers, including those employed in indigenous territories, are treated fairly and lawfully in accordance with both national and international standards.

3.0. OVERVIEW OF LABOUR USE ON THE PROJECT

3.1. Worker Categories

The World Bank ESS2 categorizes workers into direct workers, contracted workers, community workers and primary supply workers. The project is expected to encompass direct workers, contracted workers and primary supply workers. *ESS2 applies to all project workers except where national law precludes application to civil servants; where civil servants are engaged on project-specific contracts/agreements they shall be treated to the extent practicable in line with ESS2.*

The PEU will conduct due diligence on primary suppliers to identify risks of child labor, forced labor, and unsafe working conditions. See **Annex Two** for Primary Suppliers Due Diligence Checklist.

Definition of worker categories according to ESS2 is provided below.

Direct Workers: are people employed or engaged directly by the Borrower (including the project proponent and project implementing agencies) to work specifically in relation to the project. Therefore, a direct worker is a worker with whom the Borrower (the MOH) has a directly contracted employment relationship and specific control over the work, working conditions, and treatment of the project worker. The worker is employed or engaged by the Borrower, paid directly by the Borrower, and subject to the Borrower's day-to-day instruction and control. Examples of direct workers may include people employed or engaged by the Borrower's project implementation unit to carry out design and supervision, monitoring and evaluation, or community engagement in relation to the project.

Contracted Workers: are people employed or engaged through third parties to perform work related to the core functions of the project, regardless of location. Therefore, the third party exercises control over the work, working conditions and treatment of project workers. In such circumstances, the employment relationship is between the third party and the project worker, even if the project worker is working on an ongoing basis on project activities.

Community workers: are people employed or engaged in providing community labour. The type of projects in which community workers are involved can vary considerably in terms of complexity, duration, and type of work; number of workers involved; types of project benefits, and the way in which ESS2 applies to the participation of community workers. Community workers will not be involved in the project. Communities will have no role in procurement and management of any contracts. Local residents may be hired as employees by civil works of this LMP.

Primary Supply Workers: are people employed or engaged by the Borrower's primary suppliers, providing goods and materials to the project, over whom a primary supplier exercises control for the work, working conditions, and treatment of the person.

3.2. Number of Project Workers

The exact number of project workers that will be engaged in relation to the project is currently not known. However, some estimated numbers are provided below. Within the framework of the project, in the category of direct workers, there are:

- Project Implementation Unit (PEU);
- Any external consultants that would be engaged for the project;

For civil servants involved in project operations, regardless of whether they work full time or part time, terms and conditions of their existing contracts or appointments in the public sector shall apply, unless they are formally transferred to the Project. When engaging external consultations, provisions of national legislation on work engagement shall apply, in parallel with compliance with requirements of this LMP.

The category of contracted workers includes the workers of contractors and service providers to be engaged in civil works for needs of subprojects. It is possible that the contractor will engage multiple subcontractors and, in such cases, the subcontractors' workers will be considered as contracted workers.

Table 4 below provides the data based on preliminary assessment at the time of preparing this LMP. *Data in Table 4 below shall be updated by the PEU subsequently, after more precise data on engaged direct workers and contracted workers become known.*

Table 4: Estimated Project Workers

Type of Workers	Organization	Number of Project Workers (Estimation)	Type of Tasks	Location
Direct workers	PEU	6	Project supervision, M&E, local coordination and management	Georgetown
	Short-term consultants	To be determined (TBD)	Conduct any assessments in relation to the project, capacity building and training activities.	Georgetown
Contracted workers	Contractors and sub-contractors	TBD	Construct, renovate, and equip public health facilities, veterinary lab facilities.	Construction / renovation locations
Primary supply workers	Approved vendors and suppliers	TBD	Delivery, supply, installation (if required), training (if required) of goods.	Beneficiary sites
Community Workers	NA	NA	NA	NA

3.3. Characteristics of Project Workers

Construction activities are expected under components 1 and 2, which involves the renovation of the NPHRL and GLDA Labs, and construction of animal holding facilities. The other components primarily focus on workforce development, information-sharing activities, and strengthening surveillance systems.

Direct workers will be hired by the PEU, most probably those who have experience working with Bank-financed projects. The proportion of women among direct workers (working in the PEU) is expected to be at least 50%.

Given the nature of project construction works and the characteristics of the labour force market in Guyana, it is likely that the workforce, especially in the lower-skilled workers, will be predominantly male. Female workers are expected to be employed in numbers that are more limited by Contractors. It is estimated that women would represent about 5% of the workforce, and those would likely be staff working in the operation offices and camps (office clerks, cleaners, etc.). The expectation is that the majority of labourers will be locally hired with the exception of a few skilled workers. All construction works will be contracted out. Contractors will be encouraged to give preference to local labour, provided that local labour meets contractor requirements.

4.0. ASSESSMENT OF KEY LABOUR RISKS

4.1. Key Labour Risks

Given the small-scale project construction work, no major risks are envisaged. Local contractors will implement subprojects and most contracted workers will be likely be hired locally. All contractors will be required to have a written contract with their workers materially consistent with the objectives of ESS2 and in compliance with this LMP, in particular about child and forced labour, following the requirement in the Bank's standard procurement document.

Labour risks including labour influx and associated gender-based violence (GBV), and child labour are considered very low given the small size of subproject construction works and PEU adherence to national labour laws. Since civil works to be supported under the project will be very small in scale, the risk of forced labour is expected to be small. Nonetheless, the contractor will be required in the contract to commit against the use of child and forced labour, introduce mitigation measures against GBV, and PEU staff in charge of contractor supervision will monitor and report the absence of forced labour.

Sexual Exploitation and Abuse / Sexual Harassment (SEA/SH) risks are concerns related to any project that involves labour influx or interactions between workers and local communities, especially in contexts where there may be vulnerabilities. These risks typically arise from the power imbalance between workers (especially male labourers) and vulnerable groups (such as women and children) in the local communities. The project includes small construction activities and the SEA/SH risks are typically lower compared to large-scale infrastructure projects. This is because the scale of labour influx is limited, and there may be fewer external workers interacting with the local population. The project will mostly employ a local labour force, which reduces the risks associated with an influx of external workers who might exploit the local population. Local labourers tend to be more integrated into the community, leading to lower risks of SEA/SH.

Even though the risks of SEA/SH are very low in this project, the project will ensure Worker Codes of Conduct that clearly prohibit harassment or exploitation. The project also has a GRM in place that includes a specific channel for SEA/SH complaints.

4.2. Occupational Health and Safety Risks: Construction Phase

OHS risks are low to moderate. However, site-specific OHS plans shall be prepared as part of site-specific Environmental and Social Management Plans (ESMPs) to ensure workers are aware of possible worker health and safety risks and impacts, provided with proper Personal Protective Equipment (PPE), receive regular safety training and other preventive actions as provided. This will also include procedures to establish and maintain a safe working environment as per requirements of ESS2.

The project will seek to address the risks of labour through informing project workers their rights and the established GRM. Potential labour risks are summarized in **Table 5**.

Table 5: Summary of Potential Labour Risks and Proposed Mitigation Measures

Potential Labour Risk	Sensitivity	Justification	Risk Mitigation Measures
Inadequate worker health and safety	High	Workers may face risk such as injuries from falls, slips, and accidents related to the use of machinery and tools.	Develop site-specific OHS plan, provide PPE, and conduct regular safety training on using tools and working safely on-site.
Working at heights	High	During construction, works may need to work on scaffolding or elevated areas, posing risks of falls, which could result in severe injury or death.	Ensure all workers are trained in fall protection, install and maintain guardrails and safety nets, and require use of harnesses and fall-arrest systems where needed.
Handling heavy objects	High	Workers may need to lift and transport heavy materials, which can result in musculoskeletal injuries, especially without proper training or equipment.	Provide manual handling training, ensure the use of lifting aids (E.g., cranes, forklifts), and train workers on proper lifting techniques to prevent injuries.
Use of heavy machinery	High	Operating or working near heavy machinery can pose risks such as crashes, entrapment, or vehicle-related accidents.	Ensure all machine operators are properly licensed and trained, establish clear safety zones, and require safety checks before equipment use.
Child labour or forced labour	Low	In rural areas, there may be a risk of employing underage workers or individuals being coerced into labour, either directly or through subcontractors.	Implement strict hiring practices with age verification and ensure regular monitoring to prevent any child or forced labour situations.
Non-compliance with wage regulations	Moderate	Workers may face issues with wage delays or being paid less than the agreed amount, particularly if contractors do not comply with regulations.	Ensure clear contracts with defined wages; use established GRM for labour disputes.
Long working hours and overtime	Moderate	Construction workers may be required to work long hours or overtime, which can lead to fatigue, accidents, and health risks.	Monitor compliance with labour laws regarding working hours, ensure overtime pay, and provide sufficient rest break during shifts.
Lack of appropriate sanitation facilities	Moderate	Lack of clean or accessible sanitation facilities on-site can lead to health risks, particularly for vulnerable workers	Ensure the provision of adequate sanitary facilities (clean toilets, washing areas) on site, and monitor the

Potential Labour Risk	Sensitivity	Justification	Risk Mitigation Measures
			cleanliness and maintenance of these facilities.
Exposure to hazardous materials	High	Construction and laboratory setup may involve hazardous materials.	Implement hazardous material handling protocols, provide appropriate PPE, and conduct regular safety audits to minimize exposure risks.
SEA/SH Risks	Moderate	Even with a small labour force, interactions between workers and the local community or among workers can result in SEA/SH incidents.	Introduce a code of conduct that prohibits SEA/SH, conduct sensitivity and awareness training, and establish confidential SEA/SH reporting channels.

4.3. Minimum PPE Recommended List

Table 6 highlights the minimum recommended PPE list for all construction zones.

Table 6: Minimum PPE Recommended

Particular	Construction Hazards	Suggested PPE
Eye and face protection	Flying particles, molten metal, gases or vapors, light radiation	Safety glasses with side-shields, protective shades, etc.
Head protection	Noise, ultra-sound	Hearing protection (Ear plugs or ear muffs)
Foot protection	Falling or rolling objects, point objects, corrosive or hot liquids	Safety shoes and boots for protection against moving and falling objects, liquids and chemicals
Hand protection	Hazardous materials, cuts or lacerations, vibrations, extreme temperatures	Gloves made of rubber or synthetic material, leather, steel, insulation materials, etc.
Body / leg protection	Extreme temperatures, hazardous materials, biological agents, cutting and laceration	Insulating clothing, body suits, aprons, etc. of appropriate material.
Respiratory protection	Dust, fog, fumes, mists, gases, smoke, vapors	Facemasks with appropriate filters for dust removal and air purification (Chemical, mists, vapor and gases).
High visibility vest	Traffic, vehicle, lack of proper illumination	Industrial clothes and high visibility vests shall have light reflective tapes.

5.0. LMP IMPLEMENTATION

5.1. Responsibility of Parties

The MOH's PEU *inter alia* the Project Coordinator has the overall responsibility to oversee all aspects of the implementation of the entire project, including the safeguard instruments. The Project Coordinator is supported by the Environmental and Social Specialist to manage and implement all environmental and social safeguards in relation to the project and its activities.

The PEU will address all LMP aspects as part of procurement for works as well as during contractor induction. Contractors are subsequently responsible for management in accordance with the contract-specific LMP, implementation of which will be supervised by the PEU on a monthly basis or at shorter intervals as defined by site-specific plans.

Occupational Health and Safety. Contractors must engage a minimum of one safety representative. Smaller contracts may permit the safety representative to carry out other assignments as well. For all contracts above a defined threshold (to be determined by PEU), with CV and appointment letter submitted pre-mobilization. The safety representative ensures the day-to-day compliance with specified safety measures and records of any incidents. Minor incidents are reported to the PEU on a monthly basis, and major incidents are reported immediately. Minor incidents are reflected in the monthly reports to the World Bank, and major issues are flagged to the World Bank immediately.

Contractors must submit a site-specific OHS Plan before mobilization, including:

- (i) risk assessment
- (ii) emergency response and evacuation,
- (iii) fire safety,
- (iv) accident/incident reporting,
- (v) first aid arrangements,
- (vi) PPE matrix, and
- (vii) worker induction and toolbox training schedules.

Labour and Working Conditions. Contractors will keep records in accordance with specifications set out in this LMP. The PEU may at any time require records to ensure that labour conditions are met. Contractors must notify the PEU of any serious incident (including fatalities or SEA/SH allegations) within 24 hours.

Worker Grievances. The PEU has an established GRM for project workers and the public. Where worker concerns are not resolved, these will be elevated to the relevant national agencies and institutions for intervention and resolution. The PEU's E&S Specialist will keep abreast of resolutions and reflect in reports to the World Bank.

Additional Training. Contractors are required to, at all times, have a qualified designated officer on board. If training is required, this will be the Contractor's responsibility. The safety officer will provide instructions to contractor staff. The Contractor is obligated to make staff available for all safety trainings, as well as any additional mandatory trainings required by the PEU, as specified by the Contract.

Raising Awareness. The project will take initiative to organize sessions on raising awareness of the communities on issues relevant to the project's compliance and standards (e.g., labour influx, gender-based violence, etc.).

5.2. Policies and Procedures

Decisions relating to the employment or treatment of project workers will not be made on the basis of personal characteristics unrelated to inherent job requirements. The employment of project workers will be based on the principle of equal opportunity and fair treatment, and there will be no discrimination with respect to any aspects of the employment relationship, such as recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, or disciplinary practices.

Most environmental and social impacts of subprojects resulting from activities directly under the control of contractors will be mitigated directly by the same contractors. As a consequence, ensuring that contractors effectively mitigate project activities related impacts is the core of the PEU's approach. The PEU will incorporate standardized environmental and social clauses in the tender documentation and contract documents, in order for potential bidders to be aware of environmental and social performance requirements that shall be expected from them, are able to reflect that in their bids, and required to implement the clauses for the duration of the contract. The PEU will enforce compliance by contractors with these clauses.

Under no circumstances will the PEU, the Ministry, contractors, suppliers, or sub-contractors engage in forced labour. Forced labour includes bonded labour (Working against an impossible debt), excessive limitations of freedom of movement, excessive notice periods, retaining the worker's identity or other government-issued documents or personal belonging, imposition of recruitment or employment fees payable at the commencement of employment, loss or delay of wages that impede the worker's right to end employment within their legal rights, substantial or inappropriate fines, physical punishment, use of scrutiny or other personnel to force or extract work from project workers, or other restrictions that compel a project worker to work in a non-voluntary basis can be referenced or annexed to the LMP, together with any other supporting documentation.

Occupational, Health and Safety

The PEU is committed to:

- Complying with legislation and other applicable requirements, which relate to the occupational health and safety hazards.
- Enabling active participation in OHS risks elimination through promotion of appropriate skills, knowledge and attitudes towards hazards.
- Continually improving the OHS management system and performance
- Communicating this policy to all persons working under the control of the PEU with emphasis on individual OHS responsibilities.
- Availing this policy statement to all interested parties at all project sites.

Further, to avoid work-related accidents and injuries, the contractor will:

- Provide occupational health and safety training to all employees involved in works.
- Provide protective masks, helmet, overall and safety shoes, and safety goggles, as appropriate.
- Provide workers in high noise areas with earplugs or earmuffs.
- Ensure availability of first aid kit.
- Provide employees with access to toilets and potable drinking water.
- Provide safety and occupational safety measures to workers with appropriate PPE for specific tasks.
- Properly dispose of solid waste at designated permitted sites landfill allocated by the local authorities.

Further to enforcing the compliance of environmental management, contractors are responsible and liable of safety of site equipment, labours and daily workers attending to the construction site and safety of citizens for each subproject site, as mandatory measures.

Labour Influx and Gender Based Violence

Contractors will maintain labour relations with local communities through a contractor code of conduct (CoC), as outlined in **Annex One**. The CoC commits all persons engaged by the contractor, including sub-contractors and suppliers, to acceptable standards of behavior. The CoC include sanctions for non-compliance, including non-compliance with specific policies related to GBV and SEA/SH. The CoC is written in English and must be signed by each Contractor to indicate that they have:

- Received a copy of the CoC as part of their contract;
- Had the CoC explained to them as part of the induction process;
- Acknowledged that adherence to this CoC is a mandatory condition of contract;
- Understood that violations of the CoC can result in serious consequences, up to an including dismissal, or referral to legal authorities.

Contractors shall address the risk of GBV, through:

- Mandatory training and awareness raising for the workforce about refraining from unacceptable conduct toward local community members, specifically women. Training may be repeated.
- Informing workers about national laws that make sexual harassment and GBV a punishable offence that is prosecuted.
- Adopting a policy to cooperate with law enforcement agencies in investigating complaints about GBV.

Age of Employment

The project does not expect any to hire anyone under 18 years old or to be working in any area of the project. However, no person below the age of 18 shall be employed or working in any area of the project.

The minimum age for employment under the project is 18 years for hazardous work, in compliance with ESS2.

Contractors must verify worker age using official ID, maintain records, and prohibit persons under 18 from hazardous tasks such as construction, laboratory handling, or working at heights

Terms and Conditions

As stated in Chapter 2 of this LMP, the terms and conditions of employment are governed by the Labour Act. The Act makes it mandatory for employers to give its employees a copy of the written particulars of employment, signed by both parties. For this project, contractors will be required to provide all its employees with written particular of employment.

All workers must receive written contracts in a language they understand, specifying:

- (i) Role and responsibilities,
- (ii) Start and end dates,
- (iii) Working hours, overtime, leave entitlements,
- (iv) Wages and payment arrangements,
- (v) Health and social insurance benefits (where applicable), and
- (vi) Grievance redress procedures.

Contractors will be required to provide evidence of payroll records and wage payments monthly to the PEU. Spot audits will be conducted.

Worker's Organization

Guyana has ratified the numerous ILO Conventions aimed at ensuring that member states do protect the notion of collective bargaining. The Labour Act enacted to give effect to the collective bargaining, amongst other purposes. The Act allows for the collective negotiation of terms and conditions of employment.

This project provides employees with the right to join and form an organization for purpose of labour representation to negotiate favorable terms and conditions for their members amongst other rights.

6.0. GRIEVANCE REDRESS MECHANISM

6.1. Project GRM

The PEU has prepared a project GRM as part of the Stakeholder Engagement Plan (SEP), for both project workers and the public. The SEP and details about the GRM can be accessed here:

https://health.gov.gy/wp-content/uploads/2024/12/GY-ONE-HEALTH-SEP-Appraisal-draft_final-2.pdf.

6.2. Grievances Related to Project Workers

Project workers will be able to submit their grievances through the Project GRM, following the same procedures as outlined in 6.5. in the GRM Plan. GRM forms will be placed at each sub-project site. Grievances from project workers will be logged in a separate logbook, as outlined in Annex Four of the GRM Plan.

Categories of workers that can access the GRM include direct, contracted, community workers and civil servants.

Grievance resolution will involve the participation of the Personnel Department of the MOH.

The Worker GRM includes multiple access channels:

- (i) submission to contractor HR,
- (ii) drop-box at work sites,
- (iii) (iii) telephone hotline/SMS/WhatsApp,
- (iv) (v) email/web submission. Anonymous complaints will be accepted
- (v) Oral reports
- (vi) Toshao (for subprojects in Indigenous communities)

Grievances are **acknowledged within 2 working days**, with an **investigation done within 7 working days** upon acknowledgement of the grievance. **Resolution/feedback is given within 2 days** upon completion of investigation. To ensure effective and satisfactory resolutions, a follow-up on the effectiveness of the actions taken will be done **after working days of communicating the resolution or feedback**.

SEA/SH cases will follow a separate confidential pathway handled only by trained personnel.

All workers will be informed about the GRM during induction.

6.3. Disciplinary Procedure

The starting point for all disciplinary action is rules. These rules may be implied or explicit and of course will vary from workplace to workplace. Some rules are implied in the contract of employment (e.g. rule against stealing from the employer), however it is advisable that even implied rules be included in the disciplinary code or schedule of offences. In an organized workplace, these rules ideally are negotiated with the trade union and are often included in the Recognition Agreements signed by the employer and trade union. These workplace rules must be:

- a. Valid or reasonable;
- b. Clear and unambiguous;
- c. The employee is aware, or could reasonably be aware of the rule or standard; and
- d. The procedure to be applied in the event the employee contravenes any of these rules

The PEU will establish a fair and effective disciplinary procedure as it relates to this project, which is fair and just. The procedure is as follows:

- i. Conduct an investigation to determine whether there are grounds for a hearing to be held;
- ii. If a hearing is to be held, the employer is to notify the employee of the allegations using a form and language that the employee can understand;
- iii. The employee is to be given reasonable time to prepare for the hearing and to be represented by a fellow employee or a union representative;
- iv. The employee must be given an opportunity to respond to the allegations and question the witness of the employer;
- v. If an employee fails to attend the hearing, the employer may proceed with the hearing in the absence of the employee;
- vi. The hearing must be held and concluded within a reasonable time and is to be chaired by an impartial representative.

If an employee is dismissed, he/she must be given the reasons for dismissal and the right to refer the dispute concerning the fairness of the dismissal. Therefore, it is incumbent upon the Contractors to ensure that they have a disciplinary procedure and code and standards which the employees are aware of. Each contractor should produce this procedure to ensure that employees are not treated fairly.

Individual Grievance Procedure

Every employer, including contractors, should have a formal grievance procedure which should be known and explained to the employee.

The code recommends that such procedure should at least:

- i. Specify to whom the employee should lodge the grievance;
- ii. Refer to timeframes within the GRM to allow the grievance to be dealt with expeditiously;
- iii. Allow the person to refer the grievance to a more senior level within the organization, if it is not resolved at the lowest level;
- iv. If a grievance is not resolved, the employee has the right to lodge a dispute with the PEU.

All contractors who will be engaged for the project will be required to produce their grievance procedure as a requirement for tender, which at a minimum comply with these requirements. In addition, good international practice recommends that the procedures be transparent, is confidential, adheres to non-retribution practices and includes the right to representation. After they are engaged, they will be required to produce proof that each employee has been inducted and signed that they have been inducted on the procedure.

Collective Grievances and Disputes resulting from the Negotiations of Collective Agreements

Where a trade union is recognized, it is entitled to negotiate on a regular basis with the employer over terms and conditions existing at the workplace and the employer is obliged to negotiate with it. The procedures followed in such instances is usually contained in the agreement, which state how the issues are raised, the procedure for negotiations, the composition of the parties involved in the negotiation and the procedure to deal issues that are not resolved through consensus. In the type of disputes, if the dispute is not resolved at the workplace, the parties to the dispute can utilize the dispute resolutions mechanisms provided for in the Labour Act.

Gender-Based Violence, Sexual Exploitation and Workplace Sexual Harassment

Complaints related to allegations of GBV/SEA/SH will utilize the Grievance Procedures outlined in **6.5 of the GRM Plan**. All cases will be logged officially and survivors / victims' information will be protected by using codes to maintain confidentiality. The GRM will only record the following information related to GBV/SEA/SH complaints:

- i. The nature of the complaint (what the complainant says in his/her own words without direct questioning.
- ii. If to the best of their knowledge, the perpetrator was associated with the project, and if possible, the age and sex of the survivor/victim.
- iii. Any cases of GBV/SEA/SH brought through the GRM will be documented but remained **CLOSED / SEALED** to maintain confidentiality of the survivor/victim. The GRM will primarily serve to:
 - a. Refer complainants to the Ministry of Human and Social Services, and;
 - b. Record the resolution of the Complaint.
- iv. The PEU will immediately notify both the MOH and the IDB of any GBV/SEA/SH complaints with the **CONSENT** of the survivor/victim. If the complainant prefers to remain anonymous, the PEU will share the information on the case by providing a code number to avoid disclosing any information that could help identify the survivor/victim. Notifications will be made to the Bank in line with the confidentiality approach.
- v. Assistance will be provided to GBV/SEA/SH survivors/victims by referring them to the Ministry of Human and Social Services for support **IMMEDIATELY AFTER** receiving a complaint directly from a survivor/victim, prior to the survivor's consent, and in case they are interested in support services.

In addition, the site-specific ESIA's may identify additional mitigation measures related to gender and such measures will be reflected in site-specific ESMPs, where required. This will include engagement with communities on gender related risks, grievance and response measures available, as identified in this LMP and the GRM.

7.0. CONTRACTOR MANAGEMENT

This LMP requires that contractors monitor, keep records and report on terms and conditions related to labour management. The contractor must provide workers with evidence of all payments made, including any benefits, such as national insurance, or other entitlements regardless of the worker being engaged on a fixed term contract, full-time, part-time or temporarily. The application of this requirement will be proportionate to the activities and to the size of the contract, in a manner acceptable to the PEU and the World Bank:

- a. **Labour Conditions:** records of workers engaged under the Project, including contracts, registry of induction of workers, including CoC, hours worked;
- b. **Safety:** recordable incidents and corresponding root cause analysis (lost time incidents, medical treatment cases), first aid cases, high potential near misses, and remedial and preventive activities required;
- c. **Workers:** number of workers, indication of origin (local, expatriate, non-local nationals), gender, age with evidence that no child labour is involved and skilled level.
- d. **Training / Induction:** records of training indicating dates, number of trainees and topics;
- e. **Worker grievance:** details including occurrence date, grievance, and date submitted, actions taken and dates; resolution (if any) and date; and follow-up yet to be taken. Grievances listed should include those received since the preceding report and those that were unresolved at the time of that report.

All contracts will include Environmental, Social, Health and Safety (ESHS) clauses requiring compliance with ESS2, submission of monthly labour reports, adherence to CoC, and implementation of OHS Plans. Sub-contractors will be bound by the same obligations.

Contractors must submit evidence of:

- (i) Worker contracts,
- (ii) Payroll and payment records,
- (iii) OHS plan,
- (iv) Safety officer appointment,
- (v) CoC training records, and
- (vi) Grievance records

Non-compliance may result in withholding of payments, suspension of work, or termination of contract.

Primary Supply Workers

All primary suppliers are formal businesses who are required to procure and produce materials subject to high standards. All suppliers are vetted which screens the supplier concerning compliance with taxes, certification, licensing and other documents required.

8.0. MONITORING AND REPORTING

The PEU will monitor labour management through monthly contractor reports, spot checks, and independent audits as required. Contractor reports will include:

- Number of workers (by category, gender, nationality)
- Worker contracts signed (%)
- Training conducted (OHS, SEA/SH)
- Grievances received and resolved
- OHS incidents (first aid, near misses, LTIs)
- SEA/SH cases (anonymized, referred)

The PEU's E&S Specialist(s) will monitor compliance and report to the World Bank through monthly progress reports.

8.1. Capacity Building

PEU staff, contractors, and subcontractors will receive capacity-building on ESS2, OHS standards, SEA/SH prevention, and grievance management. Training frequency: induction + refreshers every 6 months.

OHS and CoC induction training for all workers will be done prior to deployment.

ANNEX ONE – CODE OF CONDUCT

CONTRACTOR CODE OF CONDUCT

The Ministry of Health is committed to upholding the highest ethical standards in all of its activities. We expect our employees to comply with applicable laws and to conduct themselves responsibly, ethically and with integrity. We expect the same from our Contractors.

This Contractor Code of Conduct (“Code”) outlines the principles and standards that any Contractors relating to the Guyana One Health Project are required to follow and uphold in their business dealings with the MOH.

This Code applies to all vendors, suppliers and contractors (collectively, “Contractors”) that have entered into agreement to provide goods or services to the One Health Project, including each of their employees, representatives, subsidiaries, affiliates and subcontractors.

It is the responsibility of Contractors, for themselves and on behalf of such employees, representatives, subsidiaries, affiliates and subcontractors, to ensure compliance with this Code. Contractors must monitor each outsourcing and subcontracting arrangement to ensure it complies with this Code.

Compliance with this Code is mandatory for all Contractors. Conduct that is illegal, dishonest or unethical constitutes a breach of this Code, whether or not the conduct is specifically addressed in this Code, and may preclude Contractors from being eligible for a Contract award or may result in a Contract being terminated.

Business Integrity

Compliance with Laws

Contractors must ensure that, in all of their activities, they conduct business in compliance with the applicable Guyanese laws, rules and regulations in which they operate.

Anti-Bribery and Anti-Corruption

Contractors must comply with all applicable Guyanese laws and regulations relating to corruption, bribery, fraud and other prohibited business practices. It is never acceptable for a Contractor to offer a bribe, kickback or other unlawful payment or benefit to secure any concession, contract or other favorable treatment.

Conflicts of Interest

Contractors must exercise reasonable care and diligence to prevent actions or conditions that could result in a conflict of interest or the appearance of a conflict of interest. Contractors must not try to gain improper advantage or preferential treatment as a result of a conflict of interest. Contractors must disclose to the One Health Project, any real, apparent or potential conflict of interest in a timely manner.

Gifts and Entertainment

Gifts and entertainment must not be used by Contractors to gain improper advantage or preferential treatment. Contractors must not offer or give to project employees or the Ministry of Health employees any gifts, hospitality or other benefits that may have a real, apparent or potential influence on their objectivity in carrying out their official duties or that may place them under obligation to the Contractor.

Confidential Information

If, in its dealings with the Project Unit and the Ministry of Health, a Contractor becomes aware of confidential information of the project or any of our stakeholders, the Contractor must only use such information for the purposes defined by the Project Unit and the Ministry of Health, and must properly handle such information.

The Project Unit and the Ministry of Health expect Contractors to have in place policies and procedures for the proper use and handling of such information that meet applicable legal and regulatory requirements to prevent inappropriate access to and disclosure of such information. Contractors must notify the Project Unit and the Ministry of health promptly of any actual or suspected privacy breaches, security breaches, or disclosure or loss involving such information.

Responsible Treatment of Individuals

Employment Practices

Contractors must abide by all applicable Guyana labour laws, non-discrimination and human rights legislations. Where laws do not prohibit discrimination, we still expect Contractors to be committed to non-discrimination principles.

Contractors must ensure that, in their workplaces, employees are free to raise concerns without fear of reprisal, required security screening of personnel has been performed, and employment standards meet or exceed legal and regulatory requirements.

Health and Safety

Contractors, wherever possible, will provide a safe and hazard-free work environment, will provide adequate occupational safety training for employees, and will identify, assess, and control potential exposure to health and safety hazards. Contractors will provide personal protective equipment and educational materials where hazards cannot be adequately controlled.

Respect and Diversity

Contractors must maintain workplaces characterized by respect for the dignity of every individual. Contractors must respect the diversity of their employees and others with whom they interact, including respect for differences such as gender, race, colour, age, disability, sexual orientation, ethnic origin, religion, political affiliation, and any other characteristic protected by applicable laws.

Contractors must not tolerate any harassment, violence, intimidation, retaliation, discrimination based on protected characteristics, or other disrespectful or inappropriate behavior.

Forced Labour

Contractors will not engage in forced or compulsory labor, human trafficking, or slavery in any form. Contractors will establish processes, procedures, investigations and compliance systems to ensure that forced or compulsory labor, human trafficking, and slavery are avoided at all times in their supply chains.

Child Labour

In keeping with Labour Laws of Guyana, Contractors will not employ persons under the age of 18 for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons.

Gender Based Violence / Sexual Exploitation and Abuse / Sexual Harassment

Contractors will not engage in any form of gender-based violence, harassment, including sexual harassment, mental or physical coercion, or verbal abuse of project workers and stakeholders, other contractors, or their employees.

Contractors will take all appropriate measures to prevent gender-based violence, sexual harassment, exploitation, or abuse of any kind and in any form, by their officers, directors, employees and agents, subcontractors, or any other persons engaged and controlled by Contractors to perform any service or work for the One Health Project.

In addition, Contractors will refrain from, and will take all responsible and appropriate measures to prohibit its employees or other persons engaged and controlled by Contractors from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that exploitive or degrading to any person.

Code Compliance

As a condition of entering into Contractual agreements under the One Health project for the provision of goods or services, Contractors must indicate that they have read and understood this Code and agree to abide by its provisions during the term of the agreement.

Such Contractual agreement for the provision of goods or services may contain provisions addressing certain of the topics covered in this Code. In the event of any conflict, the provisions of the agreement shall prevail.

The One Health Project may require a Contractor to periodically confirm in writing that it is operating in compliance with this Code, and that it recognizes the requirement for ongoing compliance, as a condition of continuing the business relationship with the Project. Contractors must maintain adequate internal records necessary to demonstrate compliance with their obligations under this Code. Failure to comply with this Code may result in termination of a Contractor's relationship with the Project.

Contractors have the responsibility to report any known or suspected violations of any applicable laws and/or any non-compliance with this Code to the Project Unit. Contractors must not permit any retribution or retaliation against any individual who, in good faith, seeks advice or reports such a known or suspected violation. The Project Unit reserves the right and may be obligated to report breaches of this Code to regulators and/or law enforcement authorities.

Contractors may address all notifications under, and any questions relating to the interpretation or application of, this Code to the Project Unit's Environmental and Social Specialist, at ess.hsdu@gmail.com

WORKER CODE OF CONDUCT

The Ministry of Health acknowledges that adhering to environmental, social health and safety (ESHS) standards, following the project's occupational health and safety requirements (OHS) requirements, and preventing gender-based violence (GBV), Sexual Exploitation, Abuse/Sexual Harassment (SEA/SH) and violence against children (VAC) is important.

The Ministry of Health considers that failure to follow ESHS and OHS standards, or to participate in GBV/SEA/SH or VAC activities – be it on the work site, the work site surroundings, at workers' camps, or the surrounding communities – constitutes acts of gross misconduct and are therefore grounds for sanctions, penalties or potential termination of employment. Prosecution by the Police of those who commit GBV or VAC may be pursued if appropriate.

Project workers agree that while working on the project, they will:

1. Attend and actively participate in training courses related to ESHS, OHS, GBV, SEA/SH and VAC as requested by the Ministry of Health;
2. Wear personal protective equipment (PPE) at all times when at the work site or engaged in project related activities;
3. Take all practical steps to implement site-specific Environmental and Social Management Plans (ESMP);
4. Implement the labour management procedures (LMP) of the project;
5. Adhere to a zero-alcohol policy during work activities, and refrain from the use of narcotics and other substances which can impair faculties at all times;
6. Consent to Police background checks, when necessary;
7. Treat women, children (persons under the age of 18), and men with respect regardless of race, color, language, religion, political or other opinion, national, ethnic or social origin, property, disability, birth or other status;
8. Not use language or behavior towards women, children or men that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate;
9. Not engage in sexual harassment – for instance, making unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct, of a sexual nature, including subtle acts of such behavior (e.g., looking somebody up and down; kissing, howling or smacking sounds; hanging around somebody; whistling and catcalls; giving personal gifts; making comments about somebody's sex life; etc.);
10. Not engage in sexual favors – for instance, making promises or favorable treatment dependent on sexual acts – or other forms of humiliating, degrading or exploitative behavior;
11. Not participate in sexual contact or activity with children – including grooming, or contact through digital media. Mistaken belief regarding the age of a child is not a defense. Consent from the child is also not a defense or excuse;
12. Unless there is the full consent by all parties involved, project workers agree not to have sexual interactions with members of the surrounding communities. This includes relationships involving the withholding or promise of actual provision of benefit (monetary or non-monetary) to

community members in exchange for sex – such sexual activity is considered “non-consensual” within the scope of this Code;

13. Consider the reporting through the GRM or to the Project Coordinator any suspected or actual GBV or VAC by a fellow worker, whether employed by the Ministry of Health or not, or any breaches of this Code of Conduct;

Use of Children’s Images for Work Related Purposes:

The Ministry of Health may want to document success stories about the project, in the form of PR literature, booklets and other PR materials, which may involve photography or filming of children within subproject locations. In the event of such activities, when photographing or filming a child for project-related purposes, project workers must:

14. Before photographing or filming a child, assess and endeavor to comply with local traditions or restrictions for reproducing personal images;
15. Before photographing or filming a child, obtain informed consent from the child and a parent or guardian of the child. As part of this, project workers must explain how the photograph or film will be used;
16. Ensure photographs, films, videos and DVDs present children in a dignified and respectful manner and not in a vulnerable or submissive manner. Children should be adequately clothed and not in poses that could be seen as sexually suggestive;
17. Ensure images are honest representations of the context and facts;
18. Ensure file labels do not reveal identifying information about a child when sending images electronically;

Sanctions

Project workers understand that if they breach this Individual Code of Conduct, the Ministry of Health will take disciplinary action, which could include:

1. Informal warning;
2. Formal warning;
3. Additional Training;
4. Loss of up to one week’s salary;
5. Suspension of employment (without payment of salary), for a minimum period of 1 month up to a maximum of 6 months;
6. Termination of employment;
7. Report to Police if warranted.

Project workers understand that it is their responsibility to ensure that the environmental, social, health and safety standards are met. That they will adhere to the labor management procedures. That they will

avoid actions or behaviors that could be construed as GBV or VAC. Any such actions will be a breach of this Individual Code of Conduct.

Project workers hereby acknowledge that they have read the foregoing Individual Code of Conduct, do agree to comply with the standards contained therein and understand their roles and responsibilities to prevent and respond to ESHS, OHS, GBV, SEA/SH and VAC issues. Project workers understand that any action inconsistent with this Individual Code of Conduct or failure to act mandated by this Individual Code of Conduct may result in disciplinary action and may affect their ongoing employment.

Printed Name:

Signature:

Title:

Date:

ANNEX TWO: PRIMARY SUPPLIERS DUE DILIGENCE CHECKLIST

For compliance with World Bank ESS2 – Labor and Working Conditions

Supplier Name: _____

Product/Material Supplied: _____

Location: _____

Date of Review: _____

Reviewed by (PEU staff/consultant): _____

1. Legal and Administrative Information

- Supplier registered and licensed to operate (evidence: business registration).
- Valid tax ID / compliance certificate.
- Any history of labor law violations? (check court cases / Ministry of Labor lists).

2. Workforce Profile

- Total number of employees: ____ (male ____ / female ____).
- % of workforce under fixed-term contracts: ____
- % of casual/day labor: ____
- % migrant workers: ____
- Presence of union or worker committee? [] Yes [] No

3. Child and Forced Labor

- Supplier confirms no workers under 15 employed.
- Supplier confirms no workers under 18 engaged in hazardous tasks (construction, heavy lifting, night work, chemical handling, lab work).
- Age verification system in place (copies of IDs, birth certificates).
- No evidence of forced labor (confiscated IDs, withheld wages, recruitment fees, threats/coercion).

- Workers free to resign with reasonable notice.

Evidence required: Written statement signed by supplier + sample personnel records.

4. Occupational Health and Safety (OHS)

- Supplier has a written OHS policy or plan.
- Workers provided with appropriate PPE (helmets, gloves, boots, masks, etc.).
- Training conducted on OHS and emergency response.
- First aid kits available at worksites.
- Accident/incident log maintained.
- No recent record of serious accidents/fatalities (last 12 months).

Evidence required: OHS policy, training log, PPE records, accident register.

5. Working Conditions

- All workers have written contracts in a language they understand.
- Wages paid regularly (at least monthly) and documented.
- Working hours comply with national law (not exceeding 48 hours/week + overtime limits).
- Overtime voluntary and compensated.
- No gender or wage discrimination.
- Maternity/paternity and sick leave provided in line with national law.

Evidence required: Sample contracts, payslips, payroll records.

6. Grievance Mechanism

- Workers informed of a grievance redress mechanism.
- Grievance process is accessible, free, and confidential.
- Workers protected from retaliation if they raise complaints.

- SEA/SH-related complaints handled through a confidential, survivor-centred channel.

Evidence required: Copy of grievance procedure, records of grievances (anonymized).

7. Social and Environmental Concerns

- Supplier respects Indigenous Peoples' rights and does not operate on disputed land.
 - Supplier does not cause deforestation or irreversible environmental damage.
 - Supplier has policies against SEA/SH and discrimination.
-

8. Risk Rating (PEU to complete)

- **Low risk:** All requirements met, documentation verified.
 - **Moderate risk:** Minor gaps (missing policies, weak documentation) — corrective action plan required.
 - **High risk:** Evidence of child labor, forced labor, major OHS failures — supplier cannot be engaged until remedied.
-

9. Corrective Action Plan (if applicable)

- Gaps identified: _____
 - Agreed corrective actions: _____
 - Deadline: _____
 - Responsible party: _____
 - Follow-up date: _____
-