

Annex V: Labor Management Procedures

Environmental and Social Standard 2. Labor and Working Conditions categorizes project workers into: direct workers; contracted workers; community workers; and primary supply workers. The labor category of direct workers will be government civil servants (mainly those that belong to the MoALFC at the national and the County levels), the National Youth Service (NYS) and staff from other relevant government ministries, departments and agencies deployed to provide requisite technical support to the project. While the civil servants are governed by the Employment Act of 2007 and a set of public service regulations and Human Resources Manuals, the consultants will be governed by a set of mutually agreed contracts. These consultants will be part of the Project Coordination Unit (PCU) that has been established within the MoALFC. This LMP is applicable to Component 1, 2,3 and 4 of the Project.

The project shall engage the following types of workers:

- a. **Project Coordination Unit (PCU):** A PCU has been set up within the MoALFC to manage the project. It has a dedicated Project Coordinator (PC) with overall responsibility for the effective functioning of the Project. Staff for cross-cutting functions (for example, procurement officers, project accountants, safeguards officers, M&E) are also in place.
- b. **Civil Servants:** Various MoALFC staff will be involved in the project including directors of various departments and all cadres in the MoALFC workers and support staff.
- c. **National Youth Service:** National Youth Service officers who are part of the disciplined services will be involved in the desert locust spraying operations and related activities including conducting the spraying, managing the storage and issuance of the pesticides, driving the spray teams among other pesticide related spray activities.
- d. **Temporary staff:** The project will hire temporary workers for surveillance and response, case management, assessment and monitoring. It may also hire drivers and/or pilot(s) and crew members for ground and aerial sprays respectively (the number of employees will be determined on need-basis).
- e. **Contractor Workers:** there will be contractor workers engaged in the construction of structures to necessitate establishment and operationalization of surveillance through the use of satellite maps, drones, eLocust3, GPS enabled cameras and meta-data analysis, livestock holding households and feed stores, and construction of quality hay storage.
- f. **Consultants:** The PCU will be supported by national and/or Technical Assistants (TA), who will be hired on needs-basis. The consultants will be assigned to various functions including documentation of lessons learnt to inform future Desert Locust infestation early warning, surveillance preparedness and timely response.

Primary supply workers: Procurement will be done for locust control chemicals, equipment and other items aimed at the planned mitigation strategy. There will also be supplies specific for each specific Subcomponent 2.1-2.3. It is notable that most procurement will be carried out by ELRP and the fiduciary Ministry of Agriculture, Livestock, Fisheries and Cooperative (MoALFC) or possibly directly by the World Bank (if need arises). The agreements will be spelt out in the respective contracts.

Community workers: Community based surveillance, mobilization and sensitization activities will be carried out by community farmer groups in liaison with the ELRP technical experts plus the MoALFC national and county level technical staff given reimbursed travel and lunch expenses by the project.

Other stakeholders working in connection with the project: Stakeholders working in connection with the project, other than the above workers, will include staff from other CSOs national and county level offices

who will support the activities at different levels and with varied time commitments. They will remain subject to the terms and conditions of their existing private sector employment, which are governed by Constitution of Kenya (CoK, 2010), Employment Act 2007, existing Public Service Regulations and NYS Act 2018. There will be no legal transfer of their employment or engagement to the Project.

Each of these categories of workers need a platform to present their grievances or complaints. Therefore, just like in many organizations, where welfare desk exists; the Project will encourage contractors to adopt the same or similar so that workers and employees may have appropriate channels to put forward issues of dissatisfaction or concern.

1.1 ASSESSMENT OF POTENTIAL LABOR RISKS

Potential risks are those related to labor and working conditions, such as work-related discrimination, gender-based violence /sexual exploitation and abuse (GBV/SEA) and occupational safety and health (OSH) risks. The PCU will assess and address these risks by developing recruitment guidelines, procedures and appropriate OHS measures and applying relevant provisions of the Employment Act 2007, public service regulations and HR manual. In addition, the PCU will train all workers engaged in project activities, on the guidelines and protocols on how to protect themselves and the communities from the spread of COVID-19. The following are the key labor risks anticipated during the implementation of the project.

- a. **Environmental, Health and Safety (EHS) risks:** Potential risks during the construction phase of the activity structures include slip and falls from manual handling of objects, injuries from working on heights and depths, injury and cuts from moving machinery and equipment and dust from construction works. There are also risks associated with ground and aerial sprays towards control of the locust infections for all workers engaged in the spraying activities and possible infestation as a result of drifting of pesticides to non-targets human and especially school-going children, elderly, physically challenged persons, and expectant mothers. The drifting of pesticides unless care is taken will harm livestock, game, birds and other ecosystem fauna and flora. There is also a likelihood of the same pesticides unless abated the seepage will find itself in water bodies thus contaminating the food chain through pollution. Yet after using the pesticides another challenge is experienced of disposing of the empty containers which unless well managed are an environmental hazard. Environmental, Health, and Safety (EHS) Guidelines is a reference documents with general and industry-specific examples of Good International Industry Practice (GIIP) (*Environmental, Health, and Safety (EHS) Guidelines*, n.d.). In addition, teams working on the desert locust control activities will be required to comply to the FAO Desert Locust Guidelines on Safety and Environmental Precautions.
- b. **Sexual harassment, exploitation and abuse:** there are several concerns on the potential for GBV, increased risk of abuse and exploitation for vulnerable women workers, increased risk of sexual exploitation and violence of persons in the desert locust prevention and control areas based on the spraying timings and frequency as well as in the conditional grant activities where favors may perpetuate this social abuse. Other abuses may be experienced by community members who may be subject to surveillance and follow-up, as well as spray workers by co-workers, trainers and supervisors.
- c. **Child labor:** Although the risk is minimal (given the recruitment criteria for all government jobs is above 18 years of age) the risk may emerge through the contracted labor, e.g. conditional grant activities as many of the individuals in the target communities may decide to release their children in order to maximize on these conditional grant gains.
- d. **Forced labor:** Forced labor risk is unlikely as the project will work mainly with MoALFC staff and relevant agencies. However, there may be risks related to minor construction and civil works which may manifest itself as forced labor.

- e. **Labor disputes over terms and conditions of employment.** The likely cause for labor disputes includes demand for limited employment opportunities; labor wages/rates and delays of payment; discrimination under conditional grant activities, disagreement over working conditions (particularly overtime payments and adequate rest breaks); and health and safety concerns in the work environment. Further, there is a risk that employers may retaliate against workers for demanding legitimate working conditions, or raising concerns regarding unsafe or unhealthy work situations or any grievances raised, and such situations could lead to labor unrest and work stoppage.
- f. **Discrimination and exclusion of vulnerable groups.** If unmitigated, vulnerable groups of people as well as communities who meet the requirements of the World Bank ESS7 may be subject to increased risk of exclusion from employment opportunities under the project. Such vulnerable and marginalized groups include, women, female headed households, single parents, the elderly and sick, expectant mothers, persons with disabilities (PWDs) and nutritionally challenged while those communities who meet requirements of the World Bank ESS 7¹ should also be targeted to benefit from the activities of the ELRP (*Environmental & Social Framework for IPF Operations*, n.d.) in line with the requirement documented in the VMGF. Sexual harassment and other forms of abusive behavior by workers or managers will also have the potential to compromise the safety and wellbeing of the vulnerable groups of workers and the local communities, while adversely affecting project performance (*Preventing Sexual Exploitation and Abuse*, n.d.).

1.2 National Labor Legislation Framework: Terms and Conditions

Kenya has a legal framework on matters of labor and working conditions. The CoK 2010 provides a few relevant clauses including *Article 2* which recognizes ratified treaties as part of the laws of Kenya. *Article 41 (on Labor Relations)* addresses the entitlements and guarantees afforded to workers, employers and the unions, and exercisable by them within Kenya's employment regime. These entitlements are anchored on key human rights and freedoms including the right to human dignity in *Article 28*; freedom from all forms of slavery, servitude and forced labor in *Article 30*; and the right of everyone to have their privacy respected as provided for in *Article 31*. *Article 27* on non-discrimination provides for equality and prohibits discrimination on various grounds including race, sex, pregnancy, marital status, health status, ethnic or social origin, color, age, disability, religion, conscience, belief, culture, dress, language or birth.

The Employment Act, 2007 *Article 4 (1)* states that 'No person shall use or assist any other person in recruiting, trafficking or using forced labor'. *Article 5. (1)* holds that it shall be the duty of the Minister, labor officers and the Industrial Court— (a) to promote equality of opportunity in employment in order to eliminate discrimination in employment; *Article 6. (1)* states that an employee is 'sexually harassed if the employer of that employee or a representative of that employer or a co-worker— (a) directly or indirectly requests that employee for sexual intercourse, sexual contact or any other form of sexual activity that contains an implied or express; it also guides if one needs to declare and define the fundamental rights of employees, to provide basic conditions of employment of employees, to regulate employment of children, and to provide for matters connected with the foregoing. Again, making it safe for the workers for the

¹ (a) Self-identification as members of a distinct indigenous social and cultural group and recognition of this identity by others; (b) Collective attachment to geographically distinct habitats, ancestral territories, or areas of seasonal use or occupation, as well as to the natural resources in these areas; (c) Customary cultural, economic, social, or political institutions that are distinct or separate from those of the mainstream society or culture; and (d) A distinct language or dialect, often different from the official language or languages of the country or region in which they reside.

law covers them against discrimination, sexual exploitation or forced labor (*EMPLOYMENT ACT CHAPTER 226, 2012; PART II-GENERAL PRINCIPLES 4-Prohibition against Forced Labor. 5-Discrimination in Employment. 6-Sexual Harassment, n.d.*).

The Employment Act addresses the employer-employee power-dynamic, focusing on the employer-employee engagement from the insular perspective of a direct contractual arrangement between the two parties. The assumption is that all persons who fit the descriptions of 'employer' and 'employee' are governed by this law including those implementing development projects.

The law has different approaches to defining the categories of employees, such as: by nature, and length of the employee-engagements. The categories include casual employees (who are not engaged for a longer period than 24 hours at a time), part-time, full-time employees, piece work (where the focus is the amount of work performed irrespective of the time occupied in its performance) and employees with probationary contracts (which address the formalities and length of the probationary period). The Act also addresses the issues of the employees' nationality and origin as is the case with migrant workers (referring to those migrating to Kenya specifically for purpose of the employment) and provides the requirements to be met by migrant workers before they are employed. In addition, the Act provides for the minimum terms and conditions of employment of an employee and grounds upon which a contract may be nullified. This is intended to discourage any arrangements that seek to undermine the statutory standards.

The Industrial Court of Kenya is not mentioned in the Constitution 2010 but was established in 1964 under the Trade Dispute Act (Cap. 234). The Industrial Court has found its current shape in 1971, when the Trade Dispute Act was amended in the light of the experience gained from 6 years of practical application. The purpose of the Court is the settlement of trade disputes. Vide the provisions of section 14, Trade Dispute Act (Cap. 234), the President of the Republic may establish the court, and determine the number of judges (not less than two). Eight members are appointed by the Minister after consultation with the Central Organisation of Trade Unions (CETU) and the Federation of Kenyan Employers (FKE). Whenever it appears to be expedient, each judge appoints two assessors, one to represent employees, from a panel of assessors appointed by the Minister, to assist in the determination of any trade dispute before the Court. The jurisdiction of the Court is exercised by the judge and the two other members. Only in the case that they are not able to agree, the matter will be decided by the judge "with the full powers of an umpire" (section 14 (8) Trade Dispute Act (Cap. 234)). This is also a fallback avenue if something is not adding up between a worker and the ELRP.

The applicable international instruments in Kenya include: *International Convention on the Elimination of All Forms of Racial Discrimination, 1965 (ICERD)*; *Convention on the Rights of the Child, 1990, (CRC)*; *Convention on the Protection of the Rights of all Migrant Workers and Members of their Families, 1990 (ICRMW)*; *Convention on the Rights of Persons with Disabilities; (CRPD)* and *Convention on the Elimination of All Forms of Discrimination against Women, 1979 (CEDAW)*.

The instruments of the International Labor Organization (ILO) applicable in Kenya include:

- a. ***Freedom of Association and Protection of the Right to Organize*** (ILO Convention 87); in which among many good practices states "Article 8 8. (1) In exercising the rights provided for in this Convention workers and employers and their respective organizations, like other persons or organized collectivities, shall respect the law of the land. 8. (2) The law of the land shall not be such as to impair, nor shall it be so applied as to impair, the guarantees provided for in this Convention".
- b. ***The Right to Organize and Collective Bargaining (ILO Convention 98); Forced Labor*** (ILO Convention 29); stating in some Articles thus "**Article 3** Machinery appropriate to national conditions shall be

established, where necessary, for the purpose of ensuring respect for the right to organize as defined in the preceding Articles; and **Article 4** Measures appropriate to national conditions shall be taken, where necessary, to encourage and promote the full development and utilization of machinery for voluntary negotiation between employers or employers' organizations and workers' organizations, with a view to the regulation of terms and conditions of employment by means of collective agreements.

- c. **The Abolition of Forced Labor** (ILO Convention 105) provides for 'Article 1 Each Member of the International Labor Organization which ratifies this Convention undertakes to suppress and not to make use of any form of forced or compulsory labor-- a) as a means of political coercion or education or as a punishment for holding or expressing political views or views ideologically opposed to the established political, social or economic system; b) as a method of mobilizing and using labor for purposes of economic development; c) as a means of labor discipline; d) as a punishment for having participated in strikes; e) as a means of racial, social, national or religious discrimination.
- d. **Minimum Age (of Employment)** (ILO Convention 138) in one of the Articles holds that "**Article 1** Each Member for which this Convention is in force undertakes to pursue a national policy designed to ensure the effective abolition of child labor and to raise progressively the minimum age for admission to employment or work to a level consistent with the fullest physical and mental development of young persons".
- e. **The Worst Forms of Child Labor** (ILO Convention 182); *Equal Remuneration* (ILO Convention 100); maintains that "**Article 1** Each Member which ratifies this Convention shall take immediate and effective measures to secure the prohibition and elimination of the worst forms of child labor as a matter of urgency; and
- f. **Discrimination (Employment and Occupation)** (ILO Convention 111) that states in one article that "**Article 1.1.** For the purpose of this Convention the term **discrimination** includes--
 - (a) Any distinction, exclusion or preference made based on race, color, sex, religion, political opinion, national extraction or social origin, which has the effect of nullifying or impairing equality of opportunity or treatment in employment or occupation.
 - (b) Such other distinction, exclusion or preference which has the effect of nullifying or impairing equality of opportunity or treatment in employment or occupation as may be determined by the Member concerned after consultation with representative employers' and workers' organizations, where such exist, and with other appropriate bodies.

National Youth Service officers are governed by a number of limitations as prescribed in the NYS Act 2018 and as such NYS officers will not fully subscribe to the some of the outlined national labour legislative framework (terms and conditions. These limitations include:

- Limitation of the freedom of association.
- Limitation of the right to assembly, demonstration, picketing and petition. Limitation of the right to labour relations.
- Limitation of economic and social rights.

However, ESS 2 requirements including on child labour, forced labour, grievance mechanism and occupational health and safety measures will apply to the NYS.

1.3 Labor Legislation on Occupational Health and Safety (OHS)

The Occupational Safety and Health Act² is Kenya's codifying law governing workplace safety and health. The law provides for "*the safety, health and welfare of workers and all persons lawfully present at workplaces and establishes the National Council for Occupational Safety and Health*". This law is broadly

² OSH Act No 15 of 2007

concerned with potential hazards to persons in the workplace. These concerns would likely remain the same, if there's only one individual likely to be affected; and thus, the standards set under the Act are largely focused upon the environmental risks to persons at the workplace. Part VI (on Health-General Provisions), Part VII (on Machinery Safety), Part VIII (on Safety-General Provisions), Part IX (on Chemical Safety), Part XI (on Health, Safety and Welfare – Special Provisions) and Part XII (on Special Applications) provide for different occupational safety and health scenarios (in detail), with the intent of allowing for the management of the intended and unintended safety and health consequences that may be wrought by potential hazards. These safety and health consequences are more localized to individual workers, by virtue of their presence in the premise, than upon the wider society.

The Work Injury Benefits Act³ (WIBA) also addresses workplace safety and health and has since been amended several times. It provides for compensation to employees for work-related injuries and diseases contracted in the course of their employment. The Act provides for the compensation of 'injured' employees as well as their dependents, who are adversely affected by work injuries. Part III (on *Right to Compensation*) addresses the entitlement and guarantee afforded in respect of compensation. This provision could be expanded to cover infection with COVID-19 contracted while at work.

The PCU could refer to applicable international conventions, and directives for addressing health and safety issues relevant to COVID-19, such as:

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

Protection against possible risks as provided in Section 6 (2) of the OSH Act, 2007 and in view of COVID-19 related risk will be managed through:

- a) Arrangements for ensuring safety and absence of risks to health in connection with the use, handling, storage and transport of articles, substances and materials especially those used for COVID-19, Locust infestation interventions.
- b) Ensuring that every person employed participates in the application and review of safety and health measures while mitigating on the invading locusts.
- c) Informing all persons employed of: (i) any risks from new technologies; (ii) imminent danger; and (iii) appropriate recourse measures; and
- d) Maintenance of any workplace (surveillance, reporting, M&E, or study)health facility, quarantine and isolation centers) in conditions that are safe and without risks to health and the provision and maintenance of means of access to and egress from it that are safe and without such risks to any life form or ecosystem; health; and
- e) Provision and maintenance of procedures of work that are safe and without risks to health.
- f) Provision of such information, instructions, training and supervision as is necessary to ensure the safety and health at work of every person employed at COVID-19 facility with a specific focus on those handling people in quarantine and isolation centers, and in health facilities; for the prevention and control of desert locust in Kenya under the ELRP.

1.4 Responsible Staff

³WIBA Act No 13 of 2007

The National Project Coordination Unit (PCU) is responsible for the overall project management and coordination, including compliance with safeguards requirements such as those contained herein. The PCU shall engage consultant(s) with expertise in environmental, social, health and safety , and OHS issues (the team should contact and work with Labor officers and Directorate of Occupational Safety and Health Services (DOSHS) officers available in most counties countrywide). The PCU is responsible for the following tasks:

- a) Engage and manage workers, consultants and contractors in accordance with this LMP and the applicable Procurement Documents.
- b) NYS staff will be recruited and deployed in accordance with the NYS human resources policy. But are expected to comply with the ESS 2 requirements while undertaking the desert locust control activities
- c) Ensure that the GRM for project workers is implemented and that project workers are informed.
- d) Monitor project contractors and workers to ensure their activities are included in the LMP and the applicable Procurement Documents.
- e) Monitor the potential risks of child labor, forced labor and serious safety issues in relation to primary suppliers.
- f) Monitoring the implementation of the Worker Code of Conduct; NYS officers swear to oath of office as prescribed in the NYS Act 2018 and will not be subjected to the worker Code of Conduct. However, NYS officers are expected to comply with ESS2 requirements, including the Occupational Health and Safety, grievance mechanism, and will be trained on GBV/SEA/SH requirements.
- g) Provide training to mitigate social risks of project workers;
- h) Report to the World Bank on labor and OHS performance and key risks and complaints; and
- i) Undertake the overall implementation of this LMP.

The PCU has recruited social and environmental safeguards officers who are responsible for promoting implementation of the LMP and OHS requirements within the project. The project coordinator and entire PCU have the responsibility to implement these components which are integral to the project. The team is specifically, responsible for the following:

- a) Implement the GRM for contracted workers (including NYS service officers), including ensuring that grievances received from the contracted workers are resolved promptly, and report the status of grievances and resolutions regularly to the PCU and World Bank.
- b) Ensure all contractors and subcontractor workers understand and sign the CoC prior to the commencement of works and supervise compliance with the CoC.
- c) Ensure the abbreviated CoC (one-pager) is displayed in all project supported facilities,
- d) Maintain records of recruitment and employment of contracted workers (including sub-contractors); excluding NYS service officers which has its own recruitment policy).
- e) Provide induction and regular training to contracted workers and NYS officers on ESHS issues.
- f) Report to the PCU on labor and ESHS performance.
- g) Require primary supplier(s) to identify and address risks of child labor, forced labor and serious safety issues and undertake due diligence to ensure this is done.
- h) Supervise workers' adherence to the LMP.

Table Error! No text of specified style in document.-1 presents a summary of the project staff/entity responsible for various key responsibility areas.

Table Error! No text of specified style in document.-1: Summary of project staff and key responsibilities

| Responsibility area | Direct and contracted workers | Primary supply workers |
|--|--|--|
| Hiring and managing individual project workers | PCU will oversee the work of consultants and contractors hired to support project related activities | n/a (outside the scope of ESS2) |
| Deployment of NYS Service Officers | National Youth Service Management | |
| OHS | Direct workers (including the NYS) and contractors will comply with the OHS measures | The PCU will assess the risk of serious safety issues by primary suppliers and as needed require them to develop procedures to address these risks |
| EHS | All workers and beneficiaries will adhere to the EHS measures/guidelines | The PCU will take lead in assessing impacts and risks related to the ELRP activities and thereof prescribing strategic solutions |
| Child labor and forced labor | The contract does not allow child and forced labor | Primary supplier to adhere to child labor requirements PCU to review |
| Training | PCU/contractors | n/a (outside the scope of ESS2) |
| Code of conduct | The contract for direct workers and contractors will address relevant risks. NYS has its own Oath of Office and will not be required to sign the CoC for the direct workers. However, they will be required to comply with ESS 2 requirements that include OHS, GBV/SEA/SH. | |
| Grievance mechanism | PCU/Contractors/facility-in-charge | |
| Monitoring and reporting | PCU/consultants to monitor and report World Bank | Relevant PCU to monitor and report to PCU Coordinator PCU to report to World Bank. |

It is notable that PCU is fully operational, the LMP protocols developed and to be developed by the Management should clearly assign responsibilities to each of the members for efficient in oversight. For instance, the Social Safeguards officer in place should oversee the implementation of the GRM and ensure appropriate stakeholder consultation (ESS10). Other functions would include:

- a. Raising awareness and training of workers in surveillance, prevention and control of desert locust infestation.
- b. Monitoring, supervising, and reporting on health and safety issues relating to ELRP activities and especially those at ground and aerial sprays. Including details of key responsibilities and reporting arrangements against the Project Supervising Team and the main contractor.
- c. Coordinating and reporting arrangements between contractors.
- d. Following up on the feedback mechanisms between the contractors and their workers and flagging out any issues for redress; and
- e. Reporting on a regular basis on the overall project progress.

1.5 Policies and Procedures

A summary of indicative procedures to develop and implement the LMP policies is provided below:

- a) **Occupational health and safety (OHS):** Pursuant to the relevant provisions of the National OSH Act, Employment Act, ESS2 (including WBG Environmental, Health and Safety Guidelines (EHSGs), FAO Desert Locust Guidelines on Safety and Environmental Precautions and WB standard procurement documents, the MoALFC will manage the project in such a way that project workers are properly

protected against possible OHS risks. The contractors will also be required to produce policies and procedures in line with these provisions. Key elements of OSH measures include: (i) identification of potential hazards to workers; (ii) provision of preventive and protective measures; (ii) training of workers and maintenance of training records; (iv) documentation and reporting of occupational accidents and incidents; (v) emergency preparedness; and (vi) remedies for occupational injuries and fatalities.

- b) **Child labor:** The minimum age of project workers for the project is set at 18 years and above. To prevent engagement of under-aged labor, all contracts shall have contractual provisions to comply with the national minimum age requirements including penalties for non-compliance in-line with the relevant national laws. The PCU is required to maintain labor registry of all contracted workers with age verification.
- c) **Labor influx:** To minimize labor influx, the project will contractually require the contractors to preferentially recruit labor from the local communities and nearby areas. All contracted workers will be required to sign the Code of Conduct prior to the commencement of work, which includes a provision to address the risk of GBV and SEA. NYS officers swear to an oath of office in line with NYS Act 2018 which prohibits as outlined in section 38 and prohibits (1) A member of the Service shall not subject any person to torture or any cruel, inhuman or degrading treatment. (2) A member of the Service who subjects a person to torture commits an offence and shall be liable, on conviction, to imprisonment for a term not exceeding twenty-five years. (3) A member of the Service who subjects another person to cruel, inhuman or degrading treatment commits an offence and shall be liable, on conviction, to imprisonment for a term not exceeding fifteen years or to a fine not exceeding one million shillings, or to both such fine and imprisonment. Nevertheless, the NYS officers will be expected to comply the ESS 2 requirements.
- d) **Labor disputes over terms and conditions of employment:** To avoid labor disputes, fair terms and conditions will be applied for project workers (guided by relevant laws). The project will also have GRMs for project workers (direct workers and contracted workers) to promptly address their workplace grievances (more details are provided in section of stakeholder consultation). Further, the project will respect the workers' right of labor unions and freedom of association, as set out in the *Employment Act 2007*. National Youth Service officers will adhere to its internal GRM mechanisms and processes to resolve disputes and grievances. NYS is subject to limitation statutes which may prohibit certain grievance resolution rights including: -
 - Limitation of the freedom of association,
 - Limitation of the right to assembly, demonstration, picketing and petition. Limitation of the right to labour relations,
 - Limitation of economic and social rights,
 - However, the ESS 2 requirements on OHS, GBV/SEA/SH will apply to the NYS.
- e) **Discrimination and exclusion of vulnerable groups and/or persons from communities who meet the requirements of the WB ESS7:** 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, terms of employment (including wages and benefits), termination and access to training. The project shall comply with the *Employment Act, 2007* on gender equality in the workplace, which will include provision of maternity and sick leave. There will also be enough and suitable toilet and washing facilities, separate from men and women workers, boy youths and girl youths as the community cultures demand. The contracts with third parties will include these requirements which will also be part of the monitoring system.

- f) **Security risks:** Some of the target counties (hotspots such as Mandera and high-risk counties such as Wajir and Garissa as well as parts of Turkana) are located in areas with perpetual fears of insecurity. The MoALFC will implement SMP and work closely with the Ministry of Interior to ensure the security of the workers and the facilities involved in ELRP are responsive. The security workers to be involved in the ELRP activities will be sensitized and trained on GBV/SEA/SH requirements.
- g) **Gender-based violence (GBV) and Sexual exploitation and abuse (SEA):** Given the implementation context, sexual harassment, exploitation and abuse of co-workers is a likely risk. Thus, all staff and contracted workers shall sign the code of conduct outlining expected standards of behavior in this regard and attend an awareness session on the same including the consequences of such actions. MoALFC has identified and recruited a qualified trainer/consultant to offer training in GBV and SEA. NYS officers will not sign the code of conduct but will abide by the oath of office and disciplinary clauses in the NYS Act relating to GVB and specifically section 38 and prohibits (1) A member of the Service shall not subject any person to torture or any cruel, inhuman or degrading treatment. (2) A member of the Service who subjects a person to torture commits an offence and shall be liable, on conviction, to imprisonment for a term not exceeding twenty-five years. (3) A member of the Service who subjects another person to cruel, inhuman or degrading treatment commits an offence and shall be liable, on conviction, to imprisonment for a term not exceeding fifteen years or to a fine not exceeding one million shillings, or to both such fine and imprisonment. NYS officers supporting the desert locust control activities will be sensitized and trained on ESS 2 requirements and required to comply.

Monitoring and reporting: The PCU shall report on the status of implementation of the above policies and procedures on a quarterly basis. The PCU will closely monitor labor and OHS performance of the project and report to the World Bank on a quarterly basis.

Fatality and serious incidents: In the event of an occupational fatality or serious injury, the PCU shall report to the World Bank as soon as it becomes aware of such incidents and inform the MoALFC in accordance with national reporting requirements within 48 hours of the occurrence. Corrective actions shall be implemented in response to project-related incidents or accidents. The PCU or, where relevant a consultant, may conduct a root cause analysis for designing and implementing further corrective actions.

GBV/SEA incidents: To avoid the risk of stigmatization, exacerbation of the mental/psychological harm and potential reprisal, the grievance mechanism shall have a different and sensitive approach to GBV-related cases and should be dealt with according to the complainant's informed consent. Where such a case is reported, the complainant should be provided with information about the available services including confidential appropriate medical and psychological support, emergency accommodation, and any other necessary services as appropriate including legal assistance. The survivor should be provided support to access these services. Staff should immediately inform the survivor/complainant to go to a health center which specializes in free post-SEA health support (within 72 hours of the incident). All staff and GRM focal points should be informed that if a case of GBV is reported to them, the only information they should establish is if the incident involves a worker on the project, the nature of the incident, the age and sex of the complainant and if the survivor/complainant was referred to service provision. If a worker on the project is involved the incident should be immediately reported to the Project Coordinator who will provide further guidance after consulting with the World Bank.

1.6 Age at Employment

This project shall not hire anyone less than 18 years of age.

The process of age verification: Verification of the age of employees shall be undertaken prior to the engagement of labor and be documented. The National Identification Card (ID) or Passport will be used as indicative age verification means. For VMGs/IPs who may not have ID cards and/or passports, a verification by a recognized local leader will suffice to engage him/her?. The NYS has prescribed procedures for recruiting its officers that include: (i) Must be 18-24 years old; (ii) Have national identity card; (iii) undergo medical checkup with the NYS and Ministry of Health; and (iv) have a Certificate of Good Conduct issued by the police.

1.7 Terms and Conditions

The *Employment Act* 2007 broadly addresses other issues including the minimum, statutory requirement of any employment arrangement in Part III on *Employment Relationship* (as read with Part V on *Rights and Duties in Employment*; and Part VI on *Termination and Dismissal*). By law, the employee is entitled to pertinent employment information and documentation pursuant to Section 14 on *Reasonably Accessible Document or Collective Agreement*. Part IV of the Act addresses itself on the *Protection of Wages* seeks to outline the minimum standards required of all salary policies. The law has expressly restricted the employer's ability to interfere with how the employees dispose of their earnings. Part V focuses on the *Rights and Duties in Employment* and outlines the employees' entitlements and the employers' responsibilities. Indeed, the provisions of this *Part* expressly "*constitute basic minimum terms and conditions of contract of service*". *Hours of work* are lawfully the employer's prerogative; however, there must be weekly *rest day(s)*. The *Act* also covers matters of leave for employees.

Part VI of the Act addresses the *Termination and Dismissal* matters. It outlines how employers and employees may terminate their contractual arrangements lawfully. *Termination notice* (s) are lawfully demanded of the party seeking to end the contractual arrangement in order to avoid ambushing the other party. The party seeking to terminate the employment contract may make a *payment in lieu of notice* or the employer may simply waiver the employee's obligation to make *payment in lieu of notice*.

Where the contractual arrangement ends based on alleged employee wrongdoing; then there ought to be *due process* for the employee to defend his/her case and challenge the allegations. The employer is obligated to show justifiable cause for dismissal and the proof thereof. If the cause (and the proof thereof) is sufficiently grievous to meet the threshold for *summary dismissal*; then the employer may exercise the option to terminate the employee summarily (after *due process*). The termination must not amount to an unfair, unlawful and/or unreasonable dismissal for what is otherwise lawful, reasonable and the exercise of the employee's entitlements (such employee's pregnancy). Further, the Act obligates employers to make timely payments of separation and severance- all accrued salary/wages, allowances and benefits, pension and pension contributions and any other employee entitlements will be paid on or before termination of the working relationship.

For this project, the following provisions will inform all management of workers:

- a. **Direct workers:** The terms and conditions for direct workers in PCU, the consultants and workers at the project supported facilities will be governed by National Labor Laws. Workers who are on short-term employment will not have maternity or annual leave, etc. Their terms and conditions will be based on a specific assignment to be completed within a specified period at a pay rate per day. These terms and conditions should be discussed at recruitment; and
- b. **Contracted workers:** The Employment Act and associated public service regulations are the guiding legislations on employment terms and conditions for contracted workers. The MoALFC shall therefore follow the provisions related to labor engagements and management.

- c. **NYS Officers:** Will comply with the NYS employment regulations which may vary with the Employment Act in certain instances as members of disciplined services.

Minimum Wages: The official minimum wage will be governed by the provisions of Salaries and Remuneration Commission (SRC). All efforts will be made to ensure that contractors do not underpay and overwork their workers, more so temporary (casual) workers.

Hours of Work: The normal hours of work of a project worker shall not exceed 8 hours a day. Hours worked in excess of the normal hours shall be entitled to relevant allowances. This has to be properly agreed because some of the locust control measures may demand odd hours to visit with the breeding or nest sites.

Rest per week: Every worker shall be entitled to rest on Saturday and Sunday. Workers shall also be entitled to rest on public holidays recognized as such by the Republic of Kenya.

Annual leave: Workers (apart from consultants and temporary workers) shall be entitled to 30 days' leave with pay for every year of continuous service. An entitlement to leave with pay shall normally be acquired after a full year of continuous service.

Maternity and Paternity leaves: A female worker shall be entitled, on presentation of a medical certificate indicating the expected date of her confinement, to 90-days maternity leave while male workers shall be entitled for paternity leave of 14 days with pay, provided that she/he has been employed by the employer for at least six months without any interruption on her part except for properly certified illness.

Deductions from remuneration: No deductions other than those prescribed in labor laws shall be made hereunder or any other law or collective labor agreement shall be made from a worker's remuneration, except for repayment of advances received from the employer and evidenced in writing. The employer shall not demand or accept from workers any cash payments or presents of any kind in return for admitting them to employment or for any other reasons connected with the terms and conditions of employment.

Death benefit: In case of death of a worker during his/her contract of employment, the employer shall pay to his/her remuneration as death benefits in-line with the provisions of the relevant laws.

Medical treatment of injured and sick workers: Contract workers shall on a minimum be expected to be enrolled on WIBA by the contractors. All other workers will continue to benefit from medical insurance as arranged by their employers (e.g. for civil servants the civil service insurance scheme). *NYS officers will be subjected to its medical scheme benefits.

1.8 Stakeholder Consultations

The virtual consultations were held on July 7th, 2020, stakeholder minutes are presented on Annex VII as well as their respective comments captured on **Error! Reference source not found..** MoALFC underlined the importance it attached to safeguards and emphasized that ELRP envisages no and/or minimal physical relocation of project affected persons in its implementation across the selected counties. **Table 13.8** shows the stakeholders involved in the consultations in relation to the ELRP activities towards control of the desert locust will be done with minimal, and reversible impacts.

Table Error! No text of specified style in document.-2: Stakeholder Participation and Consultation

| S/No. | County | IP Community (ies) | Gendered Participation |
|---------------------------|--|--------------------|------------------------|
| 1 | Mandera | Yes | |
| 2 | Wajir | Yes | |
| 3 | Marsabit | Yes | |
| 4 | Garissa | Yes | |
| 5 | Samburu | Yes | |
| 6 | Isiolo | Yes | |
| 7 | Meru | No | |
| 8 | Baringo | Yes | |
| 9 | Kitui | No | |
| 10 | Tharaka Nithi | Yes | |
| 11 | Embu | No | |
| 12 | Machakos | No | |
| 13 | Turkana | Yes | |
| OTHER STAKEHOLDERS | | | |
| 1 | Representatives -County implementing Departments | | |
| 2 | Representatives – National Depts | | |
| 3 | CBOs | | |
| 4 | NGOs | | |
| 5 | Donor partners | | |

1.9 Information Disclosure

The ELRP Component 1 and 2 ESMFs and respective plans shall be publicly disclosed in-country on the MoALFC Website. Subsequently, site specific implementation plans prepared shall be reviewed and approved by the World Bank and then disclosed appropriately where the target communities and stakeholders will adequately access this information including the use of ICT platforms in line with the [Technical Note: Public Consultations and Stakeholder Engagement in WB-supported operations when there are constraints on conducting public meetings](#).

1.10 Capacity Building and Training on Environmental and Social Standards

Effective implementation of the ELRP Component 1 and 2 ESMF and its Social Plans will require adequate capacity in institutions, target communities and other stakeholders, especially with regards to observation of compliance as certain activities will be implemented and subsequently following up with an elaborate and inclusive monitoring and evaluation (M&E). There is a need for targeted capacity building and training on ESS implementation and monitoring at the national, county, and community levels, see the indicative budget on **Table Error! No text of specified style in document.-3**. The project implementation manual (PIM) has described in detail ESS-related aspects such as capacity building at all levels.

Table Error! No text of specified style in document.-3: ESS Capacity Building and Training Support for ELRP-LMP

| Level | Key Target Groups | Type of Training/Capacity building | Estimated Budget (USD) |
|-----------------|--|--|------------------------|
| National | PCU,NYS, National CSOs, Line Ministries and Departments, FAO, Development Partners | Environmental and Social Standards and Project Component ESMF and social plans | 10,000 |
| County | County relevant technical teams | ELRP briefs including surveillance and spraying regimes for locust control, explanation on application of the screening checklists, manuals, | 30,000 |

| Level | Key Target Groups | Type of Training/Capacity building | Estimated Budget (USD) |
|-------------------------|---|---|------------------------|
| | | and tools (SEP, LMP, SMP, GBV Action Plan, etc.), Conflict resolution and grievance redress mechanism; Social audits; Citizen and stakeholder engagement, targeting issues and Report writing. | |
| Target community | Community-level structures (CIGs, VMGs/IPPs, and local leadership both administrative and technical). | Environmental and social standards screening checklist, Targeting issues, spraying regimes for control of locusts, and administration and ESS instruments/plans. Surveillance, M&E, Conflict resolution and grievance redress mechanism (GRM) at all levels; Participatory M and E and reporting; Gender based violence and control measures. | 180,000 |

1.11 ELRP- LMP Targeting Mechanism

Targeting is a process that spans the life of a transparent institution operation, not just the initial phases of identifying beneficiaries; but also finding the right balance between inclusion and exclusion errors, opportunity costs and Project costs. This section establishes basic principles to guide decision-making in a range of emergency situations/localities/landscapes (*Targeting in Emergencies World Food Programme, n.d.*)

In this LMP under component 2 subcomponents 2.1 and 2.2 targeting principles strive for a balance between targeting exclusion errors, which can be life threatening, and potentially disruptive or wasteful inclusion errors. In acute emergencies, inclusion errors may be more acceptable than exclusion, and this is the case in this component, which deals with farm inputs and grants as well as targeting for livelihood restoration. The LMP guides that the management should be keen to make targeting decisions for an intervention based on a full resource scenario but be prepared to adjust to reduced and/or delayed resources when the scenario mutates.

At the outset establish: targeting criteria, eligibility criteria, targeting community committee, train the targeting community committee, establish priority objectives and clearly communicate to all stakeholders, ensure targeting is a conscious and integral management activity at all stages of the project. Be flexible in adjusting standard ELRP-LMP practices according to the situation and in conjunction with project objectives. Use monitoring systems to assess targeting criteria regularly, from the very beginning of an intervention and throughout the project cycle. Monitor the status of non-targeted and potentially vulnerable people and geographical areas within or near to project activity-targeted areas. Analyze costs and benefits associated with different targeting approaches, including initial, recurring, implicit and beneficiary opportunity costs borne by the target populations. Estimate and budget for costs of targeting, including surveillance, monitoring, assessment and targeting design such as registration, partner training and community sensitization from the outset of the locust emergency response.

1.12 Grievance Redress Mechanism under LMP

General Principles: Typical workplace grievances include demand for employment opportunities; labor wage rates; delays of payment; disagreement over working conditions; and health and safety concerns in work environment. Although SEA occurs in workplaces it is not always reported on for fear of victimization. Therefore, a separate grievance mechanism may be established for project workers (direct workers and contracted workers), as required in ESS2. Handling of grievances should be objective, prompt and responsive

to the needs and concerns of the aggrieved workers. The mechanism shall also allow for anonymous complaints to be raised and addressed. Individuals who submit their complaints or grievances may request that their name be kept confidential and this should be respected.

Project workers. The project has a compact but effective grievance system for project workers. Each unit engaging workers (PCU, field staff, NYS, contractors and the consultants) will hold periodic team meetings to discuss any workplace concerns. The grievances raised by workers will be recorded with the actions taken by each unit. The summary of grievance cases will be reported to the World Bank as part of the regular report. Where the aggrieved project workers wish to escalate their issues or raise their concerns anonymously and/or to a person other than their immediate supervisor/hiring unit, the workers may raise the issues with the Grievance Redress Committees (see section 10.2) from GRC level 1 to Level 5. Where consultants/contractors have an existing grievance system, their workers should use such mechanism and when appropriate escalate to the PCU.

Project GRM: the project has several channels for complaints and grievances including email, phone calls, texts, blogs, toll free number and letter writing that should be accessible to all workers. Refer to more details on section 11.0 Grievance Redress Mechanisms.

1.12.1 Contractor Management

Each contractor engaged by the Project to provide services (such as construction of isolation/quarantine centers, collection of waste, delivery of communication materials at the community level, etc.) should be expected to adopt the protective measures outlined in this document. The contracts drawn by the Government will include provisions, measures and procedures to be put in place by the contractors to manage and monitor relevant OHS issues. Measures required of Contractors will include:

- a) As part of the bidding/tendering process, specific requirements for certain types of contractors, and specific selection criteria (e.g. certifications, previous experience),
- b) Specific procedures relating to the workplace and the conduct of the work (e.g. creating at least 6 feet between workers by staging/staggering work, limiting the number of workers present),
- c) Specific procedures and measures dealing with specific risks. For example infection prevention and control (IPC) strategies and MoH SOPs'
- d) Appointing a COVID-19 focal point with responsibility for monitoring and reporting on COVID-19 issues and liaising with other relevant parties; and
- e) Including contractual provisions and procedures for managing and monitoring the performance of contractors, considering changes in circumstances prompted by COVID-19.

Contractors will be required to identify focal points and communication channels (for example, WhatsApp, SMS and email) within the company to address workers' concerns on an ongoing basis, and ensure that such channels are adequately resourced (for example, 24-hour staffing of the emergency response call line). Workers shall not be victimized in any way for reporting a grievance. NYS officers will comply with the OHS measures including COVID 19 protocols issued by the Ministry of Health.

1.12.2 Community Workers

Community surveillance, mobilization and sensitization will be undertaken by community health volunteers (CHV) who will include community mobilizers, opinion/county leaders and religious leaders as appropriate. The following safety measures will be put in place to prevent or minimize exposure to pesticides as the sprayers about their work as well as taking care of COVID-19 for addressing situations where there are cases of symptomatic workers:

- a) Set up a system at the community level that links up with health facilities and sub-county system for the management of COVID-19 related matters (this could be an e-system);
- b) Set up an online system (use WhatsApp for instance) to provide the CHVs with updates on locust infestation
- c) Develop training materials that will also give the volunteers accurate information on locust infestation including prevention and control measures.
- d) Equip the CHVs with basic protective equipment such as full personal protective equipment (PPE) kits including the COVID-19 masks and sanitizers.
- e) Provide information on the GRM to be used in case of a community complaint (abuse, stigma, etc.); and
- f) Establish a monitoring system on the performance of the CHVs.

1.12.3 Primary Supply Workers

Selection of primary suppliers. When sourcing for primary suppliers, the project will require such suppliers to identify the risk of child labor/force labor and serious safety risks. The PCU will review and approve the purchase of primary supplies from the suppliers following such risk identification/assessment. Where appropriate, the project will be required to include specific requirements on child labor, forced labor and work safety issues in all purchase orders and contracts with primary suppliers. The PCU will, as part of its monitoring, include indicators for assessing the functions of primary supply workers.

1.13 Guideline on Code of Conduct

A satisfactory code of conduct will contain obligations on all project workers (including sub-contractors) that are suitable to address the following issues, as a minimum. Additional obligations may be added to respond to particular concerns of the ministries, the location and the project sector or to specific project requirements. The Code of Conduct should be written in plain language and signed by each worker to indicate that they have:

- received a copy of the code.
- had the code explained to them.
- acknowledged that adherence to this Code of Conduct is a condition of employment; and
- Understood that violations of the Code can result in serious consequences, up to and including dismissal, or referral to legal authorities.
- NYS officers remain answerable to the oath of office that they swore and will not sign the code of conduct applicable to other workers on the Project. However, they will be expected to comply with ESS 2 requirements, that include OHS, Grievance Mechanism and GBV/SEA/SH.

1.14 Construction and Spray Settings

1. Minimize Chance of Exposure of COVID 19 Infection

- Any worker showing symptoms of respiratory illness (fever, cold or cough) and has potentially been exposed to COVID-19 should be immediately removed from the site and tested for the virus at the nearest local hospital.
- Close co-workers and those sharing accommodations with such a worker should also be removed from the site and tested.
- Project management must identify the closest hospital that has testing facilities in place, refer workers, and pay for the test if it is not free.

- Persons under investigation for COVID-19 should not return to work at the project site until cleared by test results. During this time, they should continue to be paid daily wages,
- If a worker is found to have COVID-19, wages should continue to be paid during the worker's convalescence (whether at home or in a hospital).
- If project workers live at home, any worker with a family member who has a confirmed or suspected case of COVID-19 should be quarantined from the project site for 14 days, and continued to be paid daily wages, even if they have no symptoms.

2. Training of Staff and Precautions

- Train all staff in the signs and symptoms of COVID-19, how it is spread, how to protect themselves and the need to be tested if they have symptoms. Allow Q&A and dispel any myths.
- Use existing grievance procedures to encourage reporting of co-workers if they show outward symptoms, such as ongoing and severe coughing with fever, and do not voluntarily submit to testing.
- Supply face masks and other relevant PPE to all project workers at the entrance to the project site. Any persons with signs of respiratory illness that is not accompanied by fever should be mandated to wear a face mask.
- Provide hand wash facilities, hand soap, alcohol-based hand sanitizer and mandate their use on entry and exit of the project site and during breaks, via the use of simple signs with images in local languages.
- Train all workers in respiratory hygiene, cough etiquette and hand hygiene using demonstrations and participatory methods.
- Train cleaning staff in effective cleaning procedures and disposal of rubbish.

1.15 Code of Conduct for All Staff and Project Workers on Emergency Locust Response Project

DOs

1. Wear always prescribed and appropriate personal protective equipment on site.
2. Wash hands, always sanitize and observe social distancing and follow WHO and GOK updated guidelines.
3. Seek healthcare if you experience any of the following symptoms (while at home or work): cough, fever and shortness of breath.
4. Prevent avoidable accidents and report conditions or practices that pose a safety hazard or threaten the environment.
5. Treat women, children and elderly men, vulnerable persons, persons from the indigenous communities and persons with disabilities with respect regardless of race, color, language, religion, or other status.
6. Report any violations of this code of conduct to workers' representative, HR or grievance redress committee. No employee who reports a violation of this code of conduct in good faith will be punished in any way. And comply with all Kenya laws.

DON'Ts

1. Expose other people to the risk of infection in any form including risks from use of locust control pesticides application.
2. Leave personal protective equipment lying around.
3. Come to work if you or any of your family members has any symptoms of COVID-19 (cough, fever and shortness of breath). Report immediately to your supervisor if you or family member has any of these signs.
4. Make unwelcome sexual advances to any person in any form.

5. Have sexual interactions unless full and unequivocal consent is given and there is no form of material or other coercion.
6. Use alcohol or narcotics during working hours.

Employees, associates, representatives, and volunteers including sub-contractors and suppliers, without exception.

1.16 Terms and Conditions for Employment

Terms and Conditions. Below is the list of relevant provisions of the Employment Act, 2007 mainstreamed to MoALFC Human Resources Manual regarding terms and conditions of work. These provisions may not apply whole or in part to NYS officers who have distinct terms and conditions of employment as outlined in the NYS Act 2018.

Content of individual contract in-line with Employment Act 2007 (Section 10) Subject to the provision of this Act or regulations made hereunder, a written individual contract of employment shall specify the following: (a) name and father's name of workers; (b) address, occupation, age and sex of workers; (c) employer's name and address; (d) nature and duration of contract; (e) hours and place of work; (f) remuneration payable to the worker; (g) procedure for suspension or termination of contract.

- 1) Notice for termination of contract in-line with Employment Act, 2007 (Part VI; Sections 35 - 51).
Either of the contracting parties may terminate a contract of employment by giving written notice in-line with the provisions of employment Act, 2007:
 - (a) Not less than ten days in the case of manual workers.
 - (b) Not less than 30 days in the case of non-manual workers: Provided that no notice need be given in case the duration of contract does not exceed one month.
- 2) Protection of wages in-line with Employment Act, 2007 (Part IV; Sections 17 - 25)
Taking into consideration the economic and social conditions of the country (and in consistence with the provisions of Employment Act, 2007 and Human Resources Manual, meeting the minimum wages for any category of workers,
Hours of work – Employment Act, 2007 (Article 85, 86): The normal hours of work of a worker shall not exceed eight a day or 48 a week.
- 3) Weekly rest
Every worker shall be entitled to one day's rest each week, which should normally fall on Friday. It shall consist of at least 24 consecutive hours each week. Workers shall also be entitled to a rest day on public holidays recognized as such by the State.
- 4) Annual leave (Employment Act, 2007)
Workers shall be entitled to 30days' leave with pay for every year of continuous service. An entitlement to leave with pay shall normally be acquired after a full year.
- 5) Fringe benefits (Employment Act 2007)
Any employer shall provide (a) accommodation when a worker is required to be away from his normal residence; (b) free food to workers, or subsistence allowance in place thereof; (c) free transport to and from the place of work, when a worker is required to work in a town or locality away from his normal residence.
- 6) Deductions from remuneration (Employment Act 2007)
No deductions other than those prescribed by the Code or regulations made hereunder or any other law or collective labor agreement shall be made from a worker's remuneration, except for repayment of advances received from the employer and evidenced in writing.
- 7) Death benefit (Employment Act 2007)
In case of death of a worker during his contract of employment, the employer shall pay to his heirs an amount not less than 15 days' remuneration as death benefit for funeral.

8) Maternity and Paternity Leaves (Employment Act, 2007)

A woman worker shall be entitled for maternity leave with pay for 90 days and male workers 14 days in-line with the provision's employment Act, 2007 and MoALFC Human Resources manual.