

*The Federal Government of Somalia*  
Ministry of Labour and Social Affairs



---

# Shock Responsive Safety Net for Human Capital Project (SNHCP)-Baxnaano (P171346)

---

## LABOUR MANAGEMENT PROCEDURES

---

# SNHCP Components 2 and 3

---

February 2020

## *Table of Contents*

<b>1. Introduction</b> .....	7
<b>2. Project overview</b> .....	8
<b>3. Overview of labour requirements in the project</b> .....	10
3.1    ESS2 .....	10
GRM: In line with the GTC, the Contractor will comply with all applicable international standards and national labor laws, rules and regulations relating to the employment of national and international worker. Therefore, contractors shall be governed by the GRM created within the Ministry of Labor and Social Affairs. Access of the GRM will be provided and made known by UNICEF to the contractor and the contractor would ensure contractors’ workers have access to address complaints. ....	13
3.2    MOLSA .....	13
3.3    UNICEF .....	17
<i>Direct Workers</i> .....	17
<i>Contracted Workers</i> .....	19
<b>4. Assessment of key potential labour risks and impacts</b> .....	22
<i>MoLSA</i> .....	22
<i>UNICEF</i> .....	23
<b>5. Brief overview of labour legislation: Terms and conditions</b> .....	26
5.1    Introduction .....	26
5.2    Terms and Conditions .....	27
<i>General provisions</i> .....	27
<i>Trade Unions</i> .....	28
<i>Remuneration</i> .....	28
<i>Conditions of work</i> .....	28
5.3    Contractors .....	30
5.4    ILO Conventions .....	31
<b>6. Brief overview of labour legislation: Occupational health and safety</b> .....	31
<b>7. Responsible staff</b> .....	32
<b>8. Age of employment</b> .....	34
<b>9. Terms and conditions</b> .....	35
<b>10. Labour-specific Complaints and Grievance mechanism for Workers of Institutional Service Providers</b> .....	36

**Annex 1 – Terms of Reference: Labour Grievance Redress Management Specialist ..... 38**

## *Abbreviations and Acronyms*

CBT	-	Community-based Targeting
CFM	-	Complaints and Feedback Mechanism
CP	-	Cooperating Partner
CSO	-	Civil Society Organization
ESS	-	Environmental and Social Standards
FGS	-	Federal Government of Somalia
FM	-	Financial Management
GRC	-	Grievance Redress Committee
GRM	-	Grievance Redress Mechanism
ILO	-	International Labour Organization
INGO	-	International Non-governmental Organization
IT	-	Information Technology
M&E	-	Monitoring and Evaluation
MIS	-	Management Information Systems
MOLSA	-	Ministry of Labour and Social Affairs
NGO	-	Non-governmental Organization
PCA	-	Project Cooperation Agreement
PIU	-	Project Implementation Unit
PMSPC	-	Project Manager and Social Protection Coordinator
RFP	-	Request for Proposals
SNHCP	-	Shock Response National Human Capital Project
SP	-	Social Protection
SPEG	-	Social Policy, Equity and Gender
SRM	-	Social Risk Management
TA	-	Technical Assistance

ToT	-	Training of Trainers
TPM	-	Third-party Monitoring
UN	-	United Nations
UNICEF	-	United Nations Children's Fund
WFP	-	World Food Programme

## 1. Introduction

The Shock Responsive Safety Net for Human Capital Project (SNHCP), or Baxnaano in Somali, aims to provide cash transfers to targeted poor and vulnerable households and establish the basic building blocks of a national shock-responsive safety-net system. Staff will be engaged to implement the project at various levels. Some of the staff will be working within Ministry of Labour and Social Affairs (MOLSA), the lead implementing agency, and respective Ministries of Federal Member States. Others are, or will be, engaged by the World Food Programme (WFP) and United Nations Children’s Fund (UNICEF), the implementing partners of the SNHCP. Both WFP and UNICEF will enter into agreements with contractors who will carry out various functions within the project. The contractors may already have, or will also engage, project-related staff under their agreements with the WFP and UNICEF.

The *World Bank Environmental and Social Framework*<sup>1</sup> sets out the Bank’s commitment to sustainable development and provides for *Environmental and Social Standards* (ESS) at various levels. The ESS2 on ‘*Labour and Working Conditions*’<sup>2</sup> applies to staff employed, whether directly or indirectly, in a Borrower’s project funded by the Bank.

The objectives of ESS2 are:

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

---

<sup>1</sup>*International Bank for Reconstruction and Development/World Bank* (2017)

<sup>2</sup> *Ibid*, 31-36

Under this standard, the Borrower is required to develop *Labour Management Procedures (LMP)* whose purpose is to identify the main labour requirements and risks associated with the project with a view to addressing project labour issues. Though prepared at the initial stages of the project, it is a living document which is reviewed throughout the life of the project.

This is an LMP for the SNHCP. It applies only to MOLSA and UNICEF with respect to Components 2 and 3 of the project as detailed below. It presents an overview of SNHCP and labour use in the project and assesses key potential labour risks. It provides brief overviews of labour legislation in respect of terms and conditions and occupational health and safety. It then gives details of the staff within the project and discusses labour policies and procedures relevant to the project, and age of employment and the grievance redress mechanism. Details on the management of contractors, which are required by ESS2, are governed by applicable UNICEF regulations and rules, including the UNICEF General Terms & Conditions for Contractors/Institutional Service Providers, the UN Supplier Code of Conduct, and Annex A to the General Terms & Conditions.

## 2. Project overview<sup>3</sup>

The development objective of the SNHCP is to provide cash transfers to targeted poor and vulnerable households, and to establish the basic building blocks of a national shock-responsive safety-net system in Somalia. It is a three-year project with three components.

*Component 1* is the *Nutrition-linked Unconditional Cash Transfers*, which provides unconditional cash transfers to households that are chronically poor and vulnerable to drought and malnutrition and link them to complementary nutritional support programmes. The objectives of the component are to (a) support households to strengthen their resilience and avoid negative coping mechanisms to meet escalating needs because of the drought in the short term and, (b) to promote human capital investment in the medium-to-long-term by linking beneficiary

---

<sup>3</sup> This summary is derived from the International Development Association's Project Appraisal Document (Report No: PAD3421) of July 2019



households to complementary nutrition services (where they exist) and continuing to smoothen consumption gaps through predictable and reliable provision of cash transfer.

The component targets around 200,000 beneficiary households (approximately 1.2 million individuals). Mothers or female caregivers of children will be the direct recipients of the transfers. Targeting of beneficiaries will be conducted in three stages: (a) selection of districts; (b) selection of communities in the targeted districts, and (c) selection of households in the identified communities based on the household eligibility criteria through a community-based targeting (CBT) approach.

Implementation of Component 1 is supported by WFP which is engaged by MoLSA under a service contract arrangement to deliver nutrition-linked cash transfers. To enhance the visibility of the role of the Federal Government of Somalia (FGS) in delivering assistance to its people, WFP will make clear that this is a Government project through its sensitization and communication to communities and the general public. The operational cycles for the cash transfer include communication, registration of potential beneficiaries, enrolment for and issuance of a programme card, payment delivery, and grievance redress and monitoring.

*Component 2 is Delivery Systems and Institutional Capacity Building.* It establishes the key building blocks of a social protection (SP) delivery system, advance policy development and strengthening of institutional capacity of relevant government ministries to manage and implement it. The objective of the component is to build capacity of the FGS/MoLSA to gradually take over full management and implementation of a safety-net programme and lay the foundation for a more comprehensive SP system in Somalia. The component will provide policy support and technical assistance (TA) for the development of safety-net delivery systems, which include the development of a social registry, management information systems (MIS), operational procedures for registration, enrolment, targeting, grievance redress, payment delivery, monitoring, community outreach and information campaigns, and capacity-building activities. This component is supported by UNICEF through a service contract with MoLSA.

Implementation of the above activities is led by the FGS (in partnership with UNICEF) and will seek to reach an arrangement to define the role and working relationship between the FGS and

the Federal Member States (FMS) in delivering safety-net programmes. These will be undertaken through an inclusive dialogue to define the governance structure and roles between the federal and regional/state levels. The component will also support consultation with the private sector, humanitarian and development partners, NGOs, and civil society organizations (CSOs). These will be supported through extensive consultations, workshops and round table discussions. The purpose will be to ensure sustained commitment from all stakeholders to the common vision of supporting Somalia to establish a sustainable SP system.

*Component 3 is Project Management, Monitoring and Evaluation, and Knowledge Management.* It establishes a Project Implementation Unit (PIU) (already in place), strengthens MoLSA's coordination arrangements, and promotes learning and knowledge management through robust monitoring and evaluation (M&E). Focus will also be given to strengthening MoLSA's coordination arrangements within other ministries and stakeholders at the federal level, and between the federal level and the member states at the local level.

Additionally, the component will finance the contract of the third-party monitoring (TPM) firm and financial audits.

### 3. Overview of labour requirements in the project

This overview of labour use is for Components 2 and 3. As indicated earlier, Component 1 is supported by WFP, which has developed a separate LMP for the Component.

#### 3.1 ESS2

The World Bank *Labour and Working Conditions (ESS2)*<sup>4</sup> classifies 'project workers', whether fulltime, part-time, temporary, seasonal and migrant workers, in four important categories. These are:

- *Direct workers* are people employed or engaged directly by the Borrower to work specifically in relation to the project

---

<sup>4</sup>Note 2 above

- *Contract workers* - people employed or engaged through third parties to perform work related to core functions of the project, regardless of location
- *Primary supply workers* - people employed or engaged by the Borrower's primary suppliers
- *Community workers* - people employed or engaged in providing community labour.

There are special provisions of the ESS2 that apply to these various categories; however, there are requirements that are basic and are applicable to all. With respect to Components 2 and 3 of this project, direct and contract workers are the relevant categories. For Components 2 and 3 primary supply workers are not anticipated as it is not anticipated that goods or materials essential to the core functions of the project will be provided on an ongoing basis. Components 2 and 3 will not use community workers who provide labour as a community contribution or as part of a social safety net.

In summary, the requirements for *direct workers* include:

- Working conditions and management of project workers in accordance with the requirements of national law and the ESS
- Terms and conditions of employment which provide project workers with information and documentation that is clear and understandable regarding their terms and conditions of employment
- Payment of project workers on a regular basis and permitted deductions
- Adequate periods of rest per week, annual holiday and sick, maternity and family leave
- Written notice of termination of employment and details of severance payments in a timely manner and payment of accrued wages and benefits
- Non-discrimination and equal opportunity with respect to any aspects of the employment relationship
- Measures to prevent and address harassment, intimidation and/or exploitation
- Measures of protection and assistance to address the vulnerabilities of project workers
- Participation in worker's organizations and collective bargaining
- Adequate protection against employment of children below the minimum age for employment, including risk assessment, and regular monitoring of health, working conditions, hours of work and the other requirements
- Prohibition of forced labour
- A grievance mechanism to raise work-place concerns, which is designed to address concerns promptly, using an understandable and transparent process with timely

feedback and which operates in an independent and objective manner, without any retribution

- Mechanisms and arrangements for occupational health and safety, including identification of hazards, preventive and protective measures, training, documentation and reporting of occupational accidents, diseases and injuries, emergency prevention and preparedness, and remedies for adverse impacts.<sup>5</sup>

With respect to *contracted workers*, the ESS2<sup>6</sup> requires the Borrower to make reasonable efforts to ascertain that those who engage contracted workers are legitimate and reliable entities and have in place labour management procedures applicable to the project. The Borrower is, additionally, expected to:

- Establish procedures for managing and monitoring the performance of the third parties in relation to the requirements of ESS2
- Incorporate the requirements of ESS2 into contractual agreements with such third parties together with noncompliance remedies and require the contractor to do the same in relation to sub-contractors.
- Ensure that no child under the minimum age of employment is employed as a contracted worker within the project and put in place, or ensure that the third parties put in place, credible mechanisms for verifying the age of potential employees
- Ensure that contracted workers have access to a grievance mechanism, whether provided by the third party employing or engaging the workers, or the Borrower.

To ensure compliance of the contractor with its obligations the following UNICEF policies forms part of the contract that will be signed by the contractor: UNICEF General Terms and Conditions of Contract (GTC) for suppliers and Institutional contractors including a clause on Prohibiting Sexual Exploitation and Abuse; UNICEF's Policy Prohibiting and Combatting Fraud and Corruption; the UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children, the UN Supplier Code of Conduct.

UNICEF shall monitor compliance of contractor on the following and inform WB/MoISA when required:

**Health and Safety:** In line with the UNICEF GTC, UNICEF shall periodically review compliance on Occupational Health and Safety (OHS) performance.

---

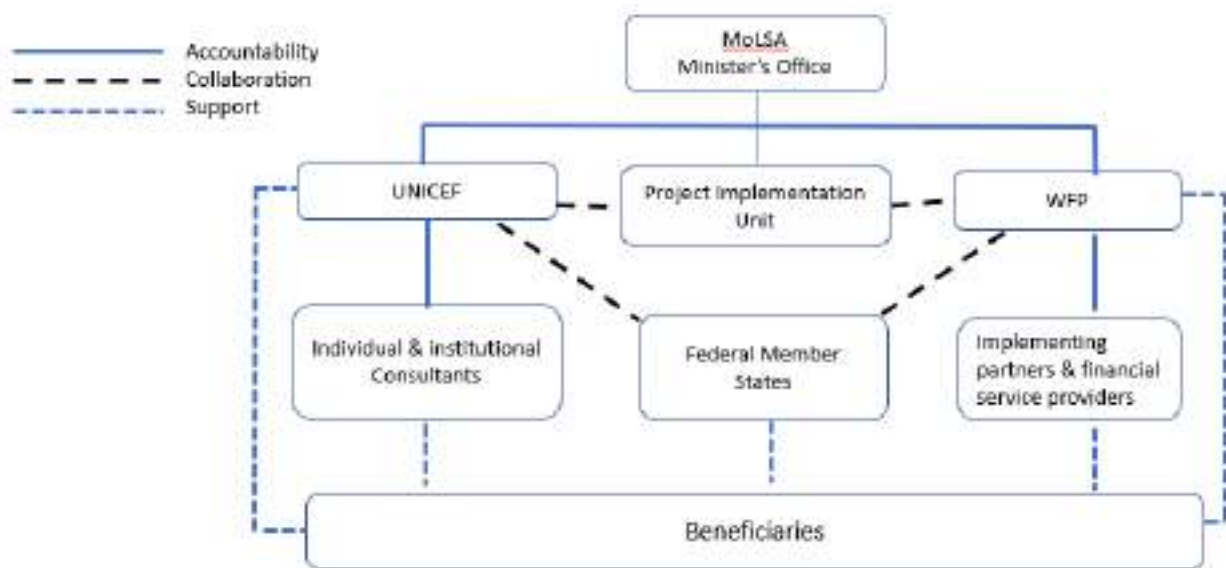
<sup>5</sup> See note 2 above, 32-35

<sup>6</sup> Ibid, 35

GRM: In line with the GTC, the Contractor will comply with all applicable international standards and national labor laws, rules and regulations relating to the employment of national and international worker. Therefore, contractors shall be governed by the GRM created within the Ministry of Labor and Social Affairs. Access of the GRM will be provided and made known by UNICEF to the contractor and the contractor would ensure contractors' workers have access to address complaints.

### 3.2 MOLSA

MoLSA<sup>7</sup> is responsible for the overall project management, implementation, monitoring and coordination with other ministries and federal member states. To assist MoLSA in implementation of the project, a Project Implementation Unit (PIU) has been established within MoLSA at the federal level. PIU will be responsible for the day-to-day management and administration of the project and will report to the Minister of Labour and Social Affairs. The figure below summarizes the roles and responsibilities of different institutions and actors in the implementation of the SNHCP, including the nature of the relationship between them.



The PIU at the federal level is headed by a Project Manager and Social Protection Coordinator, and also includes an Operations Officer, a Communications Officer, a Management Information Systems (MIS) Officer, a Grievance Redress Mechanism (GRM) and Social Risk Management

<sup>7</sup>Summarized from SNHCP Project Operations Manual (October 2019), 28-40

(SRM) Officer, a Monitoring and Evaluation (M&E) Officer, Financial Management Officer, a Labour GRM Officer and a Procurement Officer.

The PIU is responsible for:

- Implementation of the project in accordance with all the relevant agreements, manuals and any other relevant project documents, under the guidance of the FGS Constitution and any other relevant laws, including the Labour Code
- Ensuring activities are carried out according to the principle of 'do no harm' and in compliance with the established fiduciary, social and environmental safeguards requirements
- Compliance with financial management responsibilities and processes, including reporting and auditing obligations
- Timely completion of project reporting on activities, spending and monitoring to MoLSA and the project steering committee
- Facilitation and management of monitoring, auditing and evaluation processes
- Monitoring of progress of the components implemented with WFP and UNICEF support and provide timely feedback and support as needed
- Support MoLSA with the efforts to coordinate within government and with other partners engaged in the Social Protection (SP) agenda.

In detail, PIU is, through its designated officers, responsible for:

- Management of the procurement process through the Procurement Officer, including development of a Project Procurement Strategy for Development and Procurement Plan, procurement of goods and non-goods consulting and consulting services, preparation of bidding documents/Terms of Reference (ToRs)/Request for proposals (RFPs), to bid/proposal opening and evaluation, contract negotiations, award and management, and the release of funds to suppliers/service providers, in accordance with the World Bank's requirements and, for procurement going through it, UNICEF's procurement standards in line with public procurement principles
- Financial management (under the Federal Government of Somalia (FGS) financial management and reporting country systems and procedures and in line with World Bank standards), through the Financial Management Officer, including planning, budgeting

and preparing financial forecasts; implementing accounting controls and bookkeeping and reconciliation of accounts; ensuring segregation of duties for all financial activities; contracts management with various vendors to the project; disbursements of funds for project activities; invoice payments and tax control and reporting; keeping records of fixed assets, as well as evidence of all invoices, payments, status of contracts, and status of categories; financial reporting; proper documentation and adequate preparation for the project audit and processing and archiving all financial documentation in accordance with legal requirements

- Management of the M&E process through its M&E Officer in coordination with WFP and UNICEF
- Preparation and consolidation of project-wide annual work plan and budgets across all the levels of project implementation, and project reporting, including consolidating WFP and UNICEF reports into a comprehensive project-wide report (containing project overall progress towards the project development objectives and against the outcome indicators; project progress since last reporting; project activities performed during the reporting period; feedback and reporting; major events and challenges during the reporting period; how challenges were addressed or resolved; risks that materialized during the reporting period and how they have been mitigated; summary of issues raised through the GRM system and how they have been addressed; update of the project's results framework; and action plan and expected deliverables and project progress till next reporting).

MOLSA has engaged or is in the process of engaging '*direct workers*' to work within the PIU whom all elements of ESS2 will apply. In order to oversee and manage the project, MOLSA has established the PIU with the following direct workers and whose roles have been described above:

- Project Manager and Social Protection Coordinator (PMSPC)
- Operations Officer

- Communications Officer
- Management Information Systems (MIS) Officer
- Grievance Redress Mechanism (GRM) and Social Risk Management (SRM) Officer
- Labour GRM Officer
- Monitoring and Evaluation (M&E) Officer
- Financial Management Officer
- Procurement Officer.

In engaging these workers, MOLSA has adopted an open, transparent and competitive system by advertising for applications and subjecting the applicants to a non-discriminatory and equal opportunity vetting and interview process.

Because of the nature of the project and the possibility of departmental collaboration, some civil servants may carry out work in connection with the project on a full-time or part-time basis. These may include civil servants from MOLSA, other federal or state ministries and districts, and security personnel. It is important to note that such civil servants, unless they are formally transferred and attached to the project, will not be governed by ESS2, except for the general provisions on health and safety and protection of workers. They will continue to be subject to the existing terms and conditions of employment, as governed by their individual contracts and under the FGS Constitution, the general Labour Code and civil service law and regulations. The legal framework mentioned has provisions which protect the health and safety of workers, prohibit child and forced labour and regulate terms and conditions of employment.

Those engaged in the project by MOLSA as direct workers are subject to the protections offered under the Somalia Labour Code and individual consultancy contracts and terms and conditions of employment that are guided by the Code and related legislation, and requirements of the project. Their contracts set out their rights under national legislation, including hours of work, wages, overtime, compensation and benefits. They are engaged for a period of 12 months subject to renewal based on performance.

Internally, the PMSPC manages the consultants under the PIU. The PMSPC reports to the Minister of Labour and Social Affairs. In case of any complaints or grievances they may have, a general



project-wide, comprehensive grievance redress mechanism (GRM) has, as indicated below, been put in place to facilitate grievance-handling.

The regulations mentioned satisfy the requirements of ESS2 which apply to direct workers employed by MOLSA for the project, which include provision of information and documentation on their terms and conditions of employment, protection and assistance to address the vulnerabilities of project workers, regular payment, weekly rest and leave, non-discrimination and equal opportunity, measures for dealing with harassment, intimidation and/or exploitation, prohibition of child and forced labour, adequate mechanisms and arrangements for occupational health and safety, an independent, objective, understandable and transparent grievance mechanism, and notice of termination with details of severance payments and accrued wages and benefits.<sup>8</sup>

### 3.3 UNICEF

The hiring and contracting of any staff, consultants or contractors by UNICEF<sup>9</sup> in connection with SNHCP shall be done according to UNICEF's established regulations, rules, policies and procedures. UNICEF intends to engage two categories of workers under the ESS2 definitions: 'direct workers' (UNICEF staff) and 'contracted workers'.

#### *Direct Workers*

In order to provide adequate policy support as well as technical assistance for the development of safety-net delivery system and to ensure appropriate management of component 2, UNICEF will engage the following staff and individual consultants as 'direct workers':

- Project Coordinator (International Fixed Term contract at P-4 Level for 24 months and based in Nairobi)
- Cash Transfers Delivery Systems Specialist (Individual Consultant Contract for 2 years at 130day/year home based and with up to 3 Missions a year to Mogadishu to provide TA)

---

<sup>8</sup> See particularly, Labour Code, Part II on the right to membership in and withdrawal from trade unions; Part III on employers' obligations with respect to individual contracts of employment; Part V on fixing and payment of, and deductions from, remuneration; Part VI on conditions of work, including hours of work, night work, work of women, children and young persons, weekly rest, public holidays and annual leave; Part VII on occupational health and safety, including protection against risks and protection of occupational health and safety and medical assistance and payment for occupational or disease, injury, and Part IX on settlement of labour disputes

<sup>9</sup> Summarized from UNICEF's draft Labour Management Procedures (February 2020), 7-9

- Administration and Travel Assistant (National Fixed Term contract at GS6 with 20% of time dedication over 26 months and based in Mogadishu)
- Human Resources Specialist (International Fixed Term contract at P-4 level with 5% of time dedication over 12 months and based in Mogadishu)
- Procurement Specialist (International Fixed Term contract at P-3 level with 10% of time dedication over 24 months and based in Mogadishu)
- Budget Officer (International Fixed Term contract at P-2 level with 10% of time dedication over 26 months and based in Mogadishu)
- Reports Specialist (International Fixed Term contract at P-3 level with 10% of time dedication over 26 months and based in Mogadishu)
- Finance and Administration Manager on International Fixed Term contract at P-4 level with 5% of time dedication over 26 months and based in Mogadishu.
- Security Officer on International Fixed Term contract at P-3 level with 10% of time dedication over 24 months and based in Mogadishu.
- Security Associate (National Fixed Term contract at GS6 with 20% of time dedication over 24 months and based in Mogadishu).

In addition to the above listed staff, other staff of UNICEF Somalia will also be substantially involved in the implementation, for overall supervision and guidance, participation and support for implementation. They are the Deputy Representative Programme, Deputy Representative Operations, Chief of Social Policy, Social Protection Manager, Senior Security Adviser, Finance and Administration Officer as well as Chiefs of Zonal Offices.

UNICEF staff members are subject to the United Nations Staff Rules and Regulations approved by the General Assembly and are paid based on the framework of benefits of the International Civil Service Commission and according UNICEF established policies.

Staff recruited locally in Somalia for posts in the National Professional (NP) and General Services (GS) categories are considered national staff. Staff members other than those regarded as locally recruited shall be considered as having been internationally recruited and, therefore, are International staff. UNICEF is committed to maintaining a balanced gender staffing profile and geographical representation among internationally recruited staff. Depending on their type of appointment and duty station, the allowances and benefits available to internationally recruited staff members may include payment of travel expenses upon initial appointment and separation.

Other entitlements may include relocation shipment; home leave; education grant; and repatriation grant, and rest and recuperation, hardship and other allowances, including mobility.

Remuneration of staff in the professional and higher categories is made up of two main elements: a base salary and post adjustment. The post adjustment, a monthly base salary multiplier, considers cost-of-living factors and exchange rate fluctuation as well as inflation. The salary scales of the professional levels are expressed as gross and net base salaries and applied uniformly, worldwide, by all organizations in the United Nations common system. Staff members in the National Officer and General Service categories are recruited locally and they are paid a salary based on a local salary scale which is reviewed periodically.

Employees' benefits are family friendly and take into account work-life and diversity policies. UNICEF is committed to maintaining a balanced gender and geographical representation. Other benefits and entitlements include:

- Annual leave
- Dependency allowance
- Medical and dental insurance
- Pension scheme
- Rental subsidy (where applicable)
- Education grant
- Home leave
- Life insurance
- Paid sick leave
- Family leave
- Family visit
- Maternity/Paternity adoption leave
- Special leave.

### *Contracted Workers*

UNICEF will engage 'contracted workers' under the following specific outputs and activities<sup>10</sup>:

- For the implementation of Output 1 – Social Protection Policy and Governance and Output 3 – Capacity Building and Knowledge Management, and under Service Contracts to a total of 960 days, a National Social Protection Consultant and a National Programme

---

<sup>10</sup> Ibid, 9

Associate Consultant to support the organization and delivery of activities under these two outputs

- For the implementation of consultations, workshop, trainings and study tours under the three outputs, and under service contract, the provision of accommodation, catering and conference facilities, event management and facilitation, among others, the type of labour inputs varying depending on the event and location, to be known when specific concept notes for each activity is approved
- For the implementation of Operations Manual of the National Cash Transfer Programme (Activity 2.3) and Management Information System (MIS) (Activity 2.4) under Output 2 – Cash Transfer Delivery Systems, a specialised firm (or a consortium, including Somali partners) under Institutional/Corporate Contract for an initial period of up to 18 months, the labour inputs being only known after the completion of the procurement process, but foreseeably including Project Manager/Coordinator, Safety net specialist, Operations specialist/s (finance, supply functions including risk management), GRM specialist and Communications Specialist, and MIS development manager/coordinator, software engineer/programmer and assistant programmers
- For the implementation of Unified Social Registry (Activity 2.2) under Output 2 – Cash Transfer Delivery Systems, a specialised firm (or a consortium including Somali partners) under Institutional/Corporate Contract for an initial period of up to 18 months, the labour inputs to be known after the completion of the procurement process, but foreseeably including Social Registry Manager/Coordinator, database experts, software developers, facilitation experts, data entry staff, data quality assurance/data cleaning experts, data protection expert and legal specialist (for transferring data from WFP or other agencies to the government)
- For the implementation of Capacity Building (Activity 3.1) under Output 3 – Capacity Building and Knowledge Management, up to 9 Training of Trainers (ToT) courses on social protection and delivery systems and up to 9 study tours to expose FGS and FMS staff to regional good practices, with the type of labour inputs varying depending on the event and location but including a variety of trainers and trainers of trainers specialize in social protection and payment delivery systems.

UNICEF consultants and individual and institutional contractors are governed by the respective terms and conditions as stated in *General Terms and Conditions for Consultants & Individual Contractors* and *General Terms and Conditions Institutional-Corporate Contracts* according to UNICEF policies.

UNICEF, through its contractual arrangement with its cooperating partners and service providers, ensures that they are legally registered in Somalia and abide by national laws. UNICEF also has a large presence in the country, through its offices and over staff, which allows it to closely monitor all projects and to ensure that standards, including employment standards, are adhered to as agreed with its partners.

With respect to grievances of consultants and contractors, UNICEF maintains appropriate procedures for any whistle-blower notification(s) or complaints, which may be submitted either to the Head of Office (Representative) or through the UNICEF generic email address for reporting of any misconduct, abuse of authority or any similar conduct.

Notwithstanding employee and other obligations stated in the related terms and conditions for individual consultants and institutional contract mentioned above, upon engaging consultants and contractors, the UNICEF office shall inform them of their obligation to conform to related standards and the consequences of not doing so.

As part of UNICEF contractual arrangements, partners (whether international NGOs, NGOs or CSOs), suppliers, service providers, vendors, bidders and sub-contractors, are required to comply with the anti-corruption and anti-harassment policies of UNICEF and the provisions of the Secretary-General's Bulletin on Special Measures for Protection from Sexual Exploitation and Sexual Abuse; and do not expose intended beneficiaries, including children, to any form of discrimination, abuse and exploitation.

UNICEF's policies, regulations and agreements governing contracted workers adequately incorporate the requirements of ESS2, and ensure that there is zero tolerance to the employment of persons under the age of 18 and that contracted workers have access to a grievance mechanism, whether provided by the third party employing or engaging the workers, or UNICEF.

## 4. Assessment of key potential labour risks and impacts

### *MoLSA*

Key labour risks and impacts with respect to Components 2 and 3 of SNHCP that have been noted by MOLSA<sup>11</sup> are *security* (due to the security context in Somalia) and *capacity* of project staff ('systemic weaknesses'). The risks and impacts discussed here apply to MOLSA staff within the PIU who are responsible for the management and monitoring and evaluation of the project. For MOLSA staff whose capacity will be built to fully take over the management and implementation of all the components of the project post-UNICEF, relevant risk assessments will be conducted, and mitigation measures developed.

1. **Security concerns:** Within the context of security challenges in Somalia, the remoteness of the project target areas provide a significant challenge for monitoring and supervising project implementation, which then extends to review and reporting of project activities.

**Mitigation:** The FGS has put in place measures to address the security concerns of its employees and these will apply to project staff. Besides, there will be tight security-vetting of those being employed or visiting project offices and areas.

2. **Capacity:** The capacity of the FGS, in particular MOLSA relating to management, oversight and implementation is limited, especially for mitigating adverse social impacts and redress of these impacts.

**Mitigation:** Activities under Components 2 and 3 are designed precisely to address this risk through the support of UNICEF.

---

<sup>11</sup> Project Operations Manual, note 2, 34-35

## UNICEF

UNICEF has also identified a number of labour-related risks and either proposed or implemented mitigating measures. The main ones are security and the Labour Code, which needs to be updated.

1. **Security:** Conflict and insecurity remain persistent challenges in Somalia and continue to restrict access for humanitarian and development interventions. Ensuring security for project operations in areas with active conflict, the presence of armed non-state actors and a lack of government control will remain a significant risk. As such, government and other strategic infrastructure continue to be targeted in urban and rural areas by a variety of threat actors. Ensuring that security risks are at acceptable levels for UNICEF staff, including those involved in project implementation, in most parts of Somalia, requires a dedicated professional security team. Elevated risk levels may also affect workers in some areas who are hired through consulting companies through Service Contracts.

**Mitigation - Direct staff:** UNICEF has security personnel in all regions who oversee the security of all UNICEF programme activities and operations, including providing security services to staff and individual consultants. Where UNICEF hires companies through institutional contract to provide services, a dedicated budget is obliged for security of company staff and incorporated into their operational costs in the contract. In general, the UNICEF security team constantly monitors the security situation and advises institutional contractors as necessary. The expected activities and outputs of UNICEF for this project involve developing a software application with field testing and interaction with government counterparts in an environment where security measures will be in place to manage risk. This will be overseen directly by UNICEF when the field testing can be administered from UNICEF premises.

**Mitigation – Contracted workers:** Where activities are conducted by contractors who have service agreements with UNICEF, the service providers will be guided, in accordance with the applicable United Nations Security Management System procedures, to ensure the security

of their personnel and workers through the implementation of appropriate risk management measures and strategies to reduce the likelihood of a harmful event occurring and to mitigate the impact of a security event if it were to occur. Therefore, UNICEF has developed Special Terms and Conditions for security as part of the General Terms and conditions of the contract which requires contractors to have security plan which will be periodically monitored by UNICEF to ensure agreed security measures are implemented and adhere to.

- 2. Labour Code:** Currently the Somali labour market is governed by the Labour Code of 1972. This law does not conform to many international Labour Standards. In some respects, it contains some basic provisions, such as the right of association, the interdiction of child or forced labour and the obligation for any worker to have a proper contract. Therefore, the current labour code is not holistic and could be violated without any legal penalty.

*Mitigation:* With support from ILO, the Government of Somalia is currently drafting a new Labour Code which, once cleared by Federal Cabinet, will be sent to Parliament for legislation. When ratified, it will ensure global labour standards are available in Somalia and will be implemented accordingly by all parties.

UNICEF staff are governed by the staff rules and regulations of the United Nations, whereas consultants, individual and institutional contractors are governed by their respective contractual terms and conditions between them and UNICEF.

Further, UNICEF ensures, through its contractual arrangements with its service providers, that they are legally registered in Somalia and abide by national laws and ESS2 requirements. UNICEF also has a large presence in the country, through its 4 offices and over 300 staff which allows the organization to closely monitor all projects and to ensure that standards are adhered to as agreed with its partners.

- 3. Labour-related disputes:** Within these two components, there is a risk of labour-related disputes arising from remuneration and other terms and conditions of employment. Workers'



demands for better terms and conditions, delayed or non-payment of dues, delayed or non-performance of contractual obligations and concerns related to safety and health may precipitate labour disputes. On the other hand, there is a risk that employers may respond to these demands by penalizing or even dismissing those raising concerns, with the possibility of industrial unrest.

*Mitigation:* These risks will be mitigated within the Grievance Redress Mechanism (GRM) provided in this LMP and, for third parties hired by UNICEF, based on the related terms and conditions of engagement and abiding to local laws using the GRM which is being set up at MOLSA and a Labour GRM Specialist hired..<sup>12</sup>

Further, it is expected that any institutional contractors providing products or services to UNICEF, must adhere to the principles concerning International Labour Standards stated in the UN Supplier Code of Conduct which forms part of the UNICEF General Terms & Conditions for Contractors/Institutional Service Providers. Such includes but not limited to ensuring equal opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, colour, sex, religion, political opinion, national extraction or social origin; ensuring payment of wages in legal tender, at regular intervals no longer than one month, in full and directly to the workers concerned; support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses; create and maintain an environment that treats all employees with dignity and respect; UNICEF further expects that its institutional contractors, their parent, subsidiary and affiliated entities as well as any subcontractors, will neither use or engage in, nor allow their employees or other persons engaged by them to use or engage in, any: threats of violence, verbal or psychological harassment or abuse, and/or sexual exploitation and abuse.

---

<sup>12</sup> See Annex 1 for Terms of Reference

4. **Other conditions:** Neither MOLSA nor UNICEF anticipates any risks with respect to conduct of hazardous work, incidents of child or forced labour, likely presence of migrants or seasonal workers, labour influx or gender-based violence, and general understanding and implementation of occupational health and safety requirements.

## 5. Brief overview of labour legislation: Terms and conditions

### 5.1 Introduction

The Somalia Labour Code was enacted in 1972.<sup>13</sup> The main parts are listed below.

- Part I - General Provisions (Articles 1-8)
- Part II - Trade Unions and their Federations (Trade Unions – Articles 9-27; Federations - Articles 28-30)
- Part III - Contracts of Employment (Collective Labour Agreement - Articles 31-42; Subcontractors – Articles 43-45; Individual Contracts of Employment - Articles 46-57)
- Part IV - Apprenticeship (Articles 58-69)
- Part V - Remuneration (Fixing of Remuneration – Articles 70-75; Payment of Remuneration – Articles 76-81; Deductions and Disciplinary Penalties – Articles 82-84)
- Part VI - Conditions of Work (Hours of Work – Articles 85-87; Night Work – Articles 88-89; Work of Women, Children and Young Persons – Articles 90-95; Weekly Rest, Public Holidays and Annual Leave – Articles 96-98); Company Stores – Articles 99-100)
- Part VII - Occupational Health and Safety (Articles 101-105)
- Part VIII - Administering Authorities and Method of Implementation (Administrative and Supervisory Authorities – Articles 106-112; Advisory Authorities – Articles 113-114; Methods of Supervision –Articles 115-120; Registration of Workers – Articles 121-124; Placement of Workers – Articles 125-133)
- Part IX - Settlement of Labour Disputes (Articles 134-142)
- Part X - Penalties (Articles 143-146)
- Part XI - Miscellaneous (Articles 147-148).

A new draft Somalia Labour Code has been developed and is currently under Cabinet discussions, after which it will be tabled at the legislature for debate and enactment. The draft is a

---

<sup>13</sup> Law No.65; Labour Code. Dated 18October 1972. (“Bollettino Ufficiale”, 25 October 1972, No. 10, Supplement)

comprehensive review of the current Code and incorporates ILO's Conventions and Recommendations, the Committee of Experts' interpretations and other international (human rights) instruments on a variety of areas, including:

- Equality and non-discrimination, slavery and forced labour and recruitment of children into the armed forces, sexual harassment, and freedom of association as general principles
- Labour administration, supervision and inspection
- Establishment and regulation of workplaces, including conditions in workplaces
- Employment, including contracts, terms and conditions, determination and protection of remuneration, social security and social protection, foreign contracts of employment, termination of employment, and special protection of children, women and persons with disabilities
- Occupational accidents, injury and disease, including employer's, employee's and the director's duties in respect of occupational accidents, injury and diseases
- Collective labour relations, including freedom of association, establishment and registration of employees' and employers' organizations, and collective agreements
- Dispute resolution, including institutions and processes.

## 5.2 Terms and Conditions

### *General provisions*

Under Part I, the current Labour Code provides for:

- The right to follow any occupation, equality of opportunity and treatment in respect of employment and occupation without discrimination on the basis of language, race, colour, sex, religion, political opinion, national extraction or social origin and has the duty to afford such equality to other persons and protects labour in all its forms and applications
- Freedom of labour and prohibition of forced or compulsory labour in any form, except for any work or service required by law or of a prisoner in pursuance of a sentence passed by a competent court.

### *Trade Unions*

Under Part II of the Labour Code:

- Workers have a right to freely organize labour unions
- Persons engaged in the same occupation, trade or industry, or related occupations, trades or industries may establish a trade union
- Every person is free to join a trade union within the framework of his 'or her' occupation
- Any person of the age of 18 years or above may join a trade union
- Any member of a trade union may withdraw from it at any time.

### *Remuneration*

Part IV on 'remuneration' provides for:

- Adequacy and equality of remuneration, which is in proportion to the quality and quantity of his/her work and ensures an existence consistent with human dignity, without any discrimination based on age, sex, nationality, religion or political or trade union activities based on the principle of equal remuneration for work which is equal as regards value, efficiency, type of work or duration
- Forms of remuneration, which may be fixed according to unit of time by unit of work, minimum wages, itemized remuneration, fringe benefits and bonuses (including an IDD bonus)
- Method of payment (in legal currency), periodicity of payment (regular intervals) and receipts
- Priority of workers' wages over other claims against the employer
- Prohibition of attachment of remuneration
- Deductions and disciplinary penalties, where a worker is voluntarily absent from work.

### *Conditions of work*

*Normal hours of work* must not exceed 8 hours a day or 48 hours a week or, in the case of intermittent work, not more than 10 hours a day or not 60 hours a week. Any hours worked in excess of the normal hours must not exceed 12 hours a week and are paid at not less than 25% of the normal remuneration. There are also special rates of payment for work done during public holidays.

*Women and young persons* must not be employed in industrial, commercial and agricultural undertakings and their ancillary establishments between 10p.m. and 5a.m. (referred to as 'night work'). There is an exception where the worker has attained the age of 16 years and is employed on work which, by its nature, must be continued night and day, or in a case of force majeure which prevents the normal operations of the undertaking. Night work is remunerated by an increase of not less than 25 per cent of the normal remuneration except in the case of work done on regularly recurring shifts.

The Secretary may prescribe the types of work prohibited for *women, expectant and nursing mothers, children and young persons*, that are dangerous or unhealthy or that demand considerable strength or concentration, and the maximum weights to be carried, pulled or pushed by children, young persons and women.

As a general rule, a woman cannot be discharged during a period of *pregnancy* until the end of the period of leave or until the child is 1 year old, except where the employer ceases activity, the work that she was involved in is completed, or the employment has ended on the expiry of the stipulated term.

A woman worker is entitled 14 weeks *maternity leave* with half pay.

*Nursing mothers* are entitled to two daily remunerated breaks of one hour each for a maximum of a year after the date of birth of the child, to two daily breaks of one hour each.

Subject to exemptions given by the Secretary, employment of *children* under the age of 15 years is prohibited except for pupils attending public and state-supervised trade schools or non-profit-making training workshops, and members of the employer's family and relatives if they are living with and are supported by him or her.

Only persons who have attained the age of 18 years can be employed on a vessel as a trimmer or stoker or on underground work in quarries or mines. Those under the age of 16 years must not be employed in work on flying scaffolds or portable ladders in connection with the construction, demolition, maintenance or repair of buildings. All children and young persons must undergo medical examination to ascertain whether they are fit to undertake all or any of the duties on which they are to be employed.

Other conditions include:

- Weekly rest of one day, normally falling on Friday
- A rest day on public holidays recognized as such by the State
- Annual leave of 15 days with pay for every year of continuous service after a full year of continuous service.

### 5.3 Contractors

The provisions discussed above are minimum standards and apply to all persons who are employed. Contractors are, on the other hand, subject to special provisions under Articles 43-45 of the Labour Code. First, a subcontractor is required to permanently display a notice in all workshops and other business undertakings run under a subcontract, indicating that he or she is a subcontractor. The notice must contain the subcontractor's name, occupation and address of the contractor.

Second, two copies of the subcontractor's agreement must be submitted to the competent district labour inspectorate, indicating the location of the workplace.

Third, where the work is carried out in the premises of a contractor or elsewhere than in the workshops or other business undertakings of a contractor, a contractor shall be substituted for the subcontractor as regards the latter's obligations towards the workers if the subcontractor becomes insolvent unless the agreement indicates otherwise. A worker who has suffered loss has a right of action directly against the contractor.

Fourth, the workers of the subcontractor are entitled to get the same economic and social benefits as similar categories of workers who may be employed by the contractor in connection with the same contract of which the subcontract forms part, unless more favourable provisions are included in the agreement between the subcontractor and his/her workers.

#### 5.4 ILO Conventions

Somalia has ratified six out of eight of the International Labour Organization's fundamental conventions. These are applicable to Somalia under Article 8 where there are no provisions within the Labour Code. They can also be used to aid in interpretation of the Code's provisions. The Conventions are:

- Forced Labour Convention (No.29)
- Freedom of Association and Protection of the Right to Organize Convention (No. 87)
- Right to Organize and Collective Bargaining Convention (No.98)
- Abolition of Forced Labour Conventions (No. 105)
- Discrimination (Employment and Occupation) Convention (No. 111)
- Worst Forms of Child Labour Convention (No. 182).

### 6. Brief overview of labour legislation: Occupational health and safety

Occupational health and safety are dealt with under Part VII of the Labour Code. Article 101, which deals with *Protection against possible risks*, requires all workplaces to be 'built, installed, equipped and managed in such a way that the workers are properly protected against possible risks.' The provisions require (as duties of employers):

- A perfect state of safety and hygiene, measures to prevent contamination of workplaces and precautions to protect life, health and morality
- Sufficient and suitable toilet and washing facilities, drinking water, cloakroom facilities and installations for the removal of refuse and drainage
- Firefighting and safety appliances and trained staff, and first aid facilities
- Machinery, electrical and mechanical plant, instruments and tools in good condition

- Necessary instructions for the prevention of industrial accidents, occupational diseases and other risks, and notices explaining the obligations on safety rules.

Under Article 102, the employer must immediately notify the competent labour inspectorate of all accidents resulting in injury or death, or in cases of occupational diseases. An employer who normally employs more than ten workers at a single centre must maintain a first aid chest. Those normally employing more than 100 workers at a single centre must also have their own dispensary and adequate medical staff.

The employer is also under a duty to arrange for an employee who is injured or becomes sick and cannot be treated on the spot with the means available to be taken to the nearest hospital, at the employer's expense.

## 7. Responsible staff

As indicated earlier, the SNHCP is housed within MoLSA, which is responsible for the overall project management, implementation, monitoring and coordination with other ministries and federal member states. Within MoLSA, the office directly responsible for the management of the project is that of the Project Manager, Social Protection Unit. This office is responsible for developing the terms of reference and job descriptions of the personnel/consultants and putting out requests for expression of interest, facilitating the selection process and supervising those appointed in the PIU, responsible for the day-to-day management and administration of the project. The office reports to the Minister of Labour and Social Affairs. The responsibilities of the various officers in PIU have already been described.

Within UNICEF, Component 2 of the SNHCP will be implemented as part of UNICEF Somalia portfolio under outcome number 6 on Social Protection of the current Country Programme Document 2018 - 2020. Social protection outcome is the responsibility of the Social Policy, Equity and Gender (SPEG) Section under the Chief of Social Policy. A Project Coordinator, to be based in Nairobi, will be contracted on a Fixed Term contract at P-4 level, based in Nairobi. Under the



overall responsibility of the Chief of Social Policy, the Project Coordinator will manage and coordinate the implementation of Component 2.

The Chief of Social Policy will perform the following tasks relevant to labour and working conditions:

- Managerial leadership: monitor work progress and ensure results are achieved; establish clear individual performance frameworks; provide timely guidance to the team, and supervise team members
- UNICEF Programme Management: manage and coordinate technical support around social protection; ensure risk analysis and risk mitigation are embedded in overall management of the programme, and ensure effective and efficient planning, management, coordination, monitoring and evaluation of the country programme.

The Project Coordinator will perform the following tasks relevant to labour and working conditions:

- Design and planning of the project: provide technical and capacity building support to the FGS and MoLSA in planning and implementing the SNHCP and ensure adherence to all UNICEF systems and procedures and compliance with requirements for implementation
- Operational management and implementation of the project: manage a team of international and national staff and consultants to deliver the project, based in Mogadishu, and assess the technical quality of proposals, commissioning as well as managing contracts for specific technical products at different stages of the programme
- Monitoring and reporting: conduct regular monitoring of the project and flag any critical issues/needs to the Chief SPEG.

Besides the above-mentioned technical positions, others, which are also funded on a part-time basis from SNHCP, are normal UNICEF positions and will give support to staff hired under the project and to the operationalization of the LMP. These are:

- Human Resources Specialist based in Mogadishu
- Procurement Specialist based in Mogadishu
- Security Officer based in Mogadishu.

In general, the mentioned positions will hold first responsibility for managing engagement and management of project workers; engagement and management of contractors/subcontractors; apply and ensure occupational health and safety measures; training of workers, and addressing worker grievances, if any. Being an integral part of UNICEF CPD portfolio of activities, Component 2 of the SNHCP will also be supported by existing UNICEF Somalia and Global Corporate structures and staff members.

## 8. Age of employment

MOLSA's appointment and management of labour relations are governed first and foremost by the Labour Code, which provides for various ages of employment, depending on the type, as discussed above. Those of UNICEF's are governed by the United Nations Staff Rules and Regulations and UNICEF terms and conditions of employment.

As earlier stated, with support from ILO, the FGS is currently drafting a new Labour Code. Once the Code is introduced, it will be in line with international labour standards and will ensure application of a minimum age countrywide, among others. It is, however, not anticipated that MOLSA or UNICEF, under Components 2 and 3 of SNHCP, will engage in any type of labour that will require employment of young persons or systems of vetting.

The Somalia Labour Code prohibits employment of children under the age of 15 years subject to specified exceptions, prescribes the minimum age for certain types of employment and requires

that children and young persons undergo medical examination by officials of the health services to determine their age and fitness.

In order to address employment of children below the minimum age of employment within the project at its level, MOLSA will ensure that:

- Advertisements for available employment opportunities clearly indicate that applicants must have attained the minimum age for employment
- Those interviewed for positions provide documentary proof that they have attained the minimum age of employment
- Where there is any doubt, a medical examination is conducted to confirm the applicant's age
- Its agreements with implementing partners include a commitment on their part not to employ children below the minimum age of employment and requiring them to, by agreement, extend this commitment to their contractors
- It puts in place mechanisms to monitor the ages of those employed by its implementing partners and sub-contractors to establish compliance
- It puts in place mechanisms for reporting incidences of employment of children below the minimum age of employment
- Attaches specific consequences to any breach of the employment age requirements, including termination of the child's employment under the provisions of the Code, and termination of the partnership agreement, where appropriate.

## 9. Terms and conditions

Staff within MOLSA are governed by the provisions of the Labour Code as outlined above. They are also subject to any terms and conditions specified in the Federal Constitution and the Civil Service Law (No. 11) (which does not apply to local government employees, the armed forces, the police and members of the corrections corps). The terms and conditions of the Somali staff working on this project will be regulated by these laws as well as the requirements of ESS2.

In the context of UNICEF, the terms and conditions in the staff rules and regulations made under the Charter of the United Nations will apply. These set out the broad principles of human

resources policy for the staffing and administration of the Secretariat and the separately administered funds and programmes.

Consultants and Individual Contractors are engaged by UNICEF under this contract in a personal capacity and not as a representative of a government or of any other entity external to the United Nations. The Contractor is neither a 'staff member' under the Staff Regulations of the United Nations and UNICEF policies and procedures, nor an 'official' for the purpose of the Convention on the Privileges and Immunities of the United Nations, 1946. They are engaged under special terms and conditions developed or adopted by UNICEF.

Institutional-Corporate Contractors are considered as having the legal status of an independent contractor vis-a-vis UNICEF. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNICEF. They are also engaged under special terms and conditions developed and adopted by UNICEF.

Wages, hours and other provisions; remuneration; maximum number of hours that can be worked on the project, taxation and fees for consultants and individual contractors are determined in accordance with the terms and conditions contained in the respective governing documents, including contracts.

## 10. Labour-specific Complaints and Grievance mechanism for Workers of Institutional Service Providers

ESS2 on labour and working conditions requires the setting up of a complaints and grievance mechanism for project workers separate from the project wide-grievance redress mechanism (GRM) of UNICEF. UNICEF staff members hired to support the project, that is, project workers and individual consultants, have robust UNICEF internal human resource modalities that protect them from harmful labour practices and accord them mechanisms to raise workplace concerns, complaints and grievances. This mechanism is materially consistent with the requirements of ESS2, Somalia National Labour laws and international best practice.

Direct and contracted workers engaged by other service providers can raise labour-related complaints and grievances with the GRM mechanism within MoLSA which has already been set up and is being equipped to handle complaints of this nature. A GRM officer domiciled within MoLSA is already in place. Complainants contacting UNICEF project-wide GRM on labour issues shall be addressed based on the UNICEF and UN resolution systems and MoLSA informed accordingly.

Measures are being put in place by MoLSA to ensure that the labour specific GRM:

- Is easily accessible to all service-provider workers by phone or walk-in, or through the project-wide GRM
- Is known to service-provider workers
- Addresses complaints promptly using a clear and transparent process that provides timely feedback in an appropriate language, and provides the complainant with the system for its resolution upon lodging a grievance
- Will operate in an independent and objective manner
- Does not impede access to other judicial or administrative remedies that might be or are available under Somali law or through other existing arbitration procedures
- Does not substitute for grievance mechanisms provided through collective agreements.

Contracts will also provide measures to protect workers against reprisals for lodging a grievance.

Resourcing of the Labour GRM is already provided for under Component 3 of the project (Project Management, Monitoring and Evaluation, and Knowledge Management). The component is financing the payments to the GRM officer as well as the GRM operational costs as required. The mechanism can be scaled up as appropriate proportional to the nature and scale of the potential risks, magnitude of complaints and grievances and span of geographical coverage.

# Annex 1 – Terms of Reference: Labour Grievance Redress Management Specialist

## TERMS OF REFERNECE

### Labour Grievance Redress Management Specialist Somalia Shock-Responsive Safety Net for Human Capital Project

#### I. Project Description

1. The Somalia Shock-Responsive Safety Net for Human Capital Project (SNHCP) aims to provide cash transfers to targeted poor and vulnerable households and establish the basic building blocks of a national shock-responsive safety net system. The program will last three years (2019-2022) and include three components:
  - i. Component 1: Nutrition-linked Unconditional Cash Transfers
  - ii. Component 2: Delivery Systems and Institutional Capacity Building
  - iii. Component 3: Project Management, Monitoring and Evaluation and Knowledge Management
2. The Social Protection Department of Ministry of Labour and Social Affairs (MoLSA) will contract services from WFP and UNICEF for the implementation of components 1 and 2 respectively, as trusted partners with long-standing experience in supporting Somalia social protection sector. Institutional capacity of the Government of Somalia (both FGS and Federal Member States) will be built across components 2 and 3; using learning from the implementation under Component 1.
3. Component 1 (Nutrition-linked Unconditional Cash Transfers) will be implemented by WFP and provide unconditional cash transfers to households that are chronically poor and vulnerable to drought and malnutrition and link them to complementary nutrition services. The objectives of the component are: (i) support households to strengthen their resilience and avoid negative coping mechanisms in the short-term; and (ii) promote human capital investment in the medium to long-term by linking beneficiary households to complementary nutrition services and continuing to smooth consumption gaps even after the impacts of drought are no longer present. WFP will be engaged by MoLSA under an Output Agreement to deliver Component 1.
4. Component 2 (Delivery Systems and Institutional Capacity Building) will be implemented concurrently with component 1 and will establish the key building blocks of the delivery system for the National Cash Transfer Program and strengthen institutional capacity of relevant government ministries to gradually take over full management and implementation of said program for a more comprehensive social protection system in Somalia. UNICEF will be engaged by MoLSA under an Output Agreement to support MoLSA through technical assistance to delivery Component 2.
5. Component 3 (Project Management, Monitoring and Evaluation, and Knowledge Management) will establish a national Project Management Unit (PIU), strengthen MoLSA's coordination arrangements and promote learning and knowledge management through robust M&E.

6. Environmental and Social Standard 2 (ESS2) of the World Bank's Environmental and Social Framework (ESF) aims to promote sound worker-management relationships and enhance the development benefits of a project by treating workers in the project fairly and providing safe and healthy working conditions. In order to meet the objectives of the ESS2, Labour Management Procedures (LMP) have been developed which detail the rules and procedures in place under the SNHCP component 1, related to the contractual arrangements for the staff hired under this project by WFP. One such element includes how grievances will be managed for cooperating partners who will implement component 1 on the ground and payment service providers to deliver the cash.

## **II. Objectives of the Assignment**

7. The objective of the assignment is to provide oversight of the labour Grievance Redress Mechanism for the cooperating partners and payment service providers hired under the project. This will include management of grievance investigation, resolution, response, appeals and tracking of the same in compliance with the following regulatory requirements;
  - National Legislation
  - Requirements of the World Bank Environmental and Social Standard 2 (ESS2) on Labour and Working Conditions
  - ILO Core Conventions
8. The type of workers that will be covered under the LMP are staff of the NGO Cooperating Partners contracted by WFP for the direct implementation of Component 1 in selected communities, as well as the staff of the payment service providers (Standard Chartered Bank and AMAL in Somalia), contracted by WFP to deliver the cash transfers to beneficiaries. Any workers hired by partner agency contracted by UNICE will also be referred to this GRM as applicable. The function of the assignment would not cover grievances and complaints by WFP staff and MoLSA civil servants.
9. Currently, the number of cooperating partners and associated staff are not known. However, cooperating partners and payment service providers will be required in each of the locations where the project will be implemented. The staff will be Somali based either in Mogadishu or the Districts.

## **III. Scope of Work**

10. The Labour GRM Specialist will be responsible for the following activities:
  - Establishing a GRM procedure that is accessible to all types of workers regardless of their geographical location and literacy levels and in particular workers working for Non-Governmental Organizations (NGOs) hired by WFP in the implementation of SNHCP.
  - Training and capacity building of workers on the grievance redress mechanism notably the process, timescales, escalation procedures and what the GRM can and cannot address and achieve.

- Implementation of the GRM including receiving grievances, investigation of grievances and providing feedback to complainants
- Ensuring the GRM is implemented in a transparent manner free from coercion and intimidation and without cost to the complainant.
- Undertaking quarterly reporting to the MoLSA on the number of grievances received, the number (%) of grievances resolved within agreed timescales, the number of outstanding grievances.
- Support WFP and MoLSA to respond to any legal matters arising associated with grievances previously submitted through the GRM.

#### **IV. Reporting Arrangements**

The Labour GRM officer will be contracted by MoLSA under the project and will report to the Project Coordinator.

#### **V. Contract Duration and Deliverables**

The contract will be for a duration of 1-year.

The following deliverables will be produced:

- Monthly report on the number of grievances received, number of grievances resolved and number outstanding.
- Biannual report on the number of grievances received, number of grievances resolved, and number outstanding compared to agreed timelines. The report should also include details of the number of grievances that have been referred to legal redress. Analysis should be undertaken to determine if there are any trends in the types of grievances received (e.g. payments, hours of work, security issues) and from a particular cooperating partner or payment service provider which may require a more systematic approach to resolution to avoid future complaints.

#### **VI. Experience and Qualifications**

9. The candidate will experience and qualifications:

- Bachelor of Arts or Bachelor of Sciences in relevant discipline such as human resources, business administration or management.
- 8 years of experience in human resources management, including grievance management
- Demonstrable knowledge of managing labour issues in line with international best practice/required regulatory requirements.
- Proven experience in conflict resolution in relation to labour/workplace complaints
- Experience of working to manage labour related grievances and complaints within NGOs, civil society or similar organisations would be an advantage.



- Knowledge of basic word processing functions including MS Word, Excel etc.
- Fluent in English and Somali
- Experience of working in Somalia and, or Horn of Africa region