



## LABOR MANAGEMENT PROCEDURES

# SUSTAINABLE GROUNDWATER MANAGEMENT IN SADC MEMBER STATES PROJECT PHASE 2

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CSIR Campus	Brummeria	South Africa

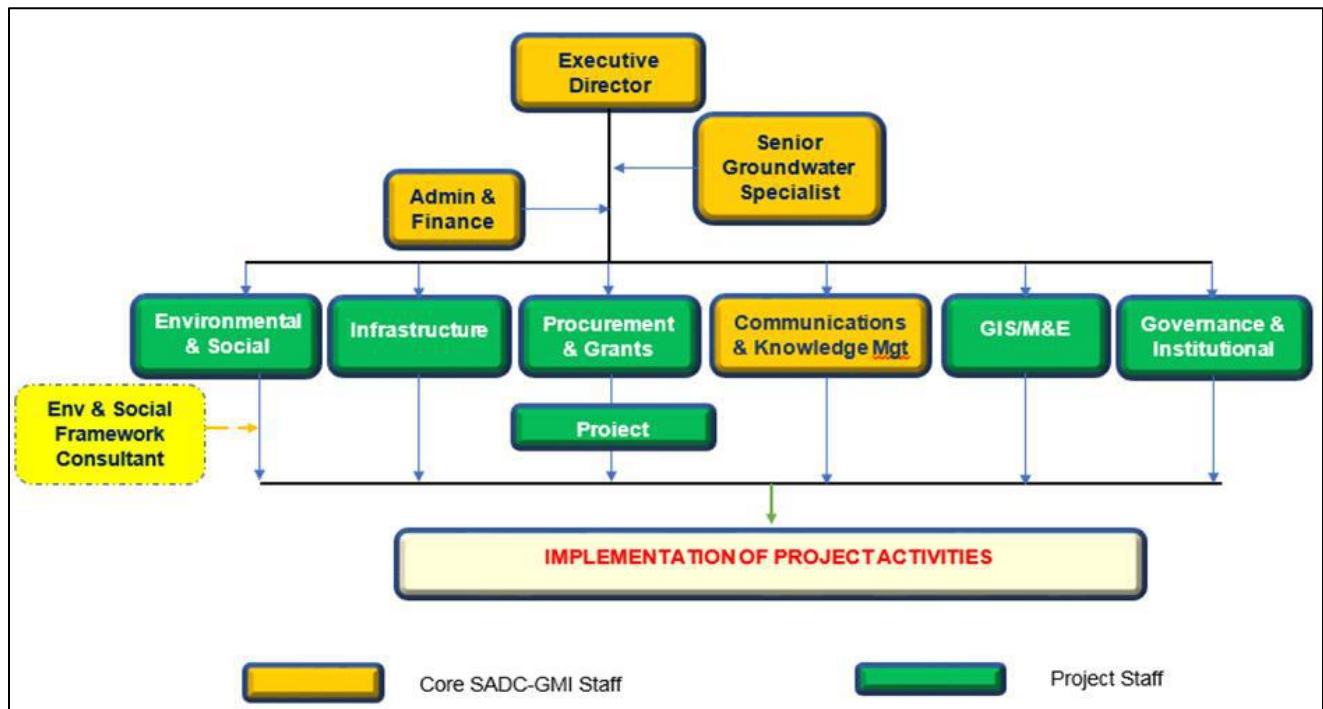
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## 1. INTRODUCTION

The Labor Management Procedures (LMP) was developed by SADC-GMI to manage risks under the Sustainable Groundwater Management in SADC Member States Project Phase II (Project) funded by the World Bank. The LMP sets out the Project’s approach to meeting national labour requirements as well as the objectives of the World Bank’s Environmental and Social Framework, specifically objectives of Environmental and Social Standard 2: Labor and Working Conditions (ESS2) and Standard 4: Community Health and Safety (ESS4). The LMP is a living document and will be reviewed and updated during the life cycling of the project.

## 2. OVERVIEW OF LABOR USE ON THE PROJECT



This section describes the following, based on available information: Figure 1: SADC-GMI Organogram

### 2.1 Number of Project Workers

#### Project Staff Requirements

The day-to-day planning, implementation, review and reporting on project activities are realised through a formal Project Implementing Unit (PIU). The Project Management Structure assigns specific project implementation responsibilities to its core (4No. direct workers) and consultant staff (6No. contracted workers) as shown in the Organogram above.

Table 1 below describes some of the key Project Management responsibilities assigned to some of the key staff members on the organogram.

**Table 1: Responsibilities of Project Management Personnel**

Position Title	Project Management Responsibilities
<p><b>Executive Director</b> Reports to the Donor at Strategic Level</p>	<ul style="list-style-type: none"> <li>a. Overall project responsibility, authority and strategic direction as Project Director</li> <li>b. Review and approval of project concepts and ToRs</li> <li>c. Identification and addressing of project issues and risks</li> <li>d. Monitoring and evaluation of overall performance</li> <li>e. Accountability for the management of resources to meet project objectives</li> <li>f. Accountable for meeting the donor and beneficiary requirements as contained in the Project Agreement</li> <li>g. Participation in the PSC meetings as its Secretary</li> <li>h. Quality assurance and final approval of reports prior to submission to the donors</li> <li>i. Ensure full financial oversight and audits</li> <li>j. Effective handover at project completion</li> </ul>
<p><b>Senior Groundwater Specialist</b></p>	<ul style="list-style-type: none"> <li>a. Provide overall technical and administrative oversight of the PIU</li> <li>b. Quality assurance through review and approval of technical outputs from project activities</li> <li>c. Chairing the Project Management Team Meetings and follow-up actions</li> <li>d. Development of project concepts and ToRs</li> <li>e. Assist Executive Director with monitoring and compliance with Project Agreement</li> <li>f. Provide interface between project activities and major stakeholders through the Project Steering Committee</li> <li>g. Compiling quarterly project implementation reports</li> </ul>
<p><b>Project Coordinator/Manager</b>  <i>(This is a designation role to any one of the subject matter experts including Infrastructure Consultant, Governance &amp; Institutional Consultant to implement specific projects on the SADC-GMI work program)</i></p>	<ul style="list-style-type: none"> <li>a. Coordination with other members of PIU and project activities</li> <li>b. Consultation with beneficiaries to maintain ownership</li> <li>c. Liaison and Support to the Consultants and Contractors</li> <li>d. Support of technical activities</li> <li>e. In liaison with PMT Chair, call project specific PMT meetings and serve as its secretary</li> <li>f. Monitoring and evaluation of project progress</li> <li>g. Monitoring of expenditure, invoicing, funds transfers</li> <li>h. Liaison with Procurement Unit to enforce contractual compliance by consultants and contractors</li> <li>i. Activity progress reporting</li> <li>j. Project mobilization and demobilization</li> <li>k. Documentation control and report production</li> <li>l. Administrative support</li> </ul>

Position Title	Project Management Responsibilities
<b>Administration &amp; Finance Officer</b>	<ul style="list-style-type: none"> <li>a. Control of financial systems in compliance with the SADC-GMI financial management manual and this project implementation manual.</li> <li>b. Accountable for Audit of in country systems</li> <li>c. Cost monitoring and transfer of funds and fees</li> <li>d. Administrative support to the Project Implementing Unit and Consultants</li> <li>e. Management of project bank accounts</li> <li>f. Implementation of administrative systems</li> <li>g. Coordination of project activities</li> <li>h. Maintenance of the Cashbooks / Local accounts</li> <li>i. Financial reporting to Donor</li> <li>j. All payments, taxation in Host Country</li> </ul>
<b>Communications and Knowledge Specialist</b>	<ul style="list-style-type: none"> <li>a. Documentation and dissemination of project activities</li> <li>b. Support to the organisation and logistics for project related events e.g. workshops, tours, etc</li> <li>c. Managing the branding and visibility of SADC-GMI, donors and partners</li> <li>d. Responsible for media awareness and publicity issues</li> <li>e. Ensure that project communication is in line with the SADC-GMI communication strategy</li> </ul>
<b>Procurements &amp; Grants Officer</b>	<ul style="list-style-type: none"> <li>a. Ensure that all project related procurements adhere to procedures in the Project Agreement and SADC-GMI's Procurement Manual</li> <li>b. Support compliance with contractual provisions in both the Project Agreement and the different service providers and consultants</li> </ul>
<b>Environmental &amp; Social Management Consultant/ Environmental and Social Specialist</b>	<ul style="list-style-type: none"> <li>a. Ensure that all projects implemented by SADC-GMI across the region comply with the donor as well as in-country policies and procedures including the Environmental &amp; Social management Framework (ESMF), Environmental and Social Commitment Plan (ESCP) and Stakeholder Engagement Plan (SEP)</li> <li>b. Ensure that Gender Equality and Social Inclusion (GESI) issues are effectively mainstreamed in all SADC-GMI project activities</li> <li>c. Build capacity of SADC-GMI and its stakeholders to be compliant with donor and project requirements</li> <li>d. Review and approve screening and instruments prepared by the sub-grantees.</li> <li>e. Conduct regular compliance audits/ inspections at subproject level</li> <li>f. Prepare quarterly reports on the E&amp;S performance</li> <li>g. Implement the Project grievance mechanism</li> <li>h. Report E&amp;S incidents within the stipulated timeframes to the donor.</li> </ul>
<b>Monitoring &amp; Evaluation Consultant</b>	<ul style="list-style-type: none"> <li>a. Liaison with other PIU Members, Consultants, and stakeholders to collect data</li> <li>b. Operation of databases and production of Quarterly M&amp;E reports</li> </ul>

The distribution of Project Management responsibilities adopted by SADC-GMI through its Organisational Structure above is a demonstration of capacity and readiness to robustly implement complex projects.

### Consultants

SADC-GMI has a deliberate policy to enhance its capacity for implementation of projects through both individual and company short-term project specific consultants. In order to safeguard the effective deployment of project resources, the hiring of such consultants is guided by the Project Agreement and the Procurement Plan. The Procurement Plan is subject of prior approval by the Bank to guarantee the diligent deployment of project funds.

The Consultants are responsible for delivering outputs as specified in their Scope of Work or Terms of Reference.

The reporting lines of Individual Consultants hired through the project will be specified in their respective contracts. Consultants and contractors rendering project specific services falling under the Scope of Work of a Project Coordinator/Manager described in Table 1 above will report to the concerned Project Coordinator/Manager.

If additional consultants are required, these should be identified as necessary and taken through the Procurement Planning process for prior approval.

### **Counterparts and Interns**

To maximize skills transfer and to work in partnership, whenever possible and if applicable, every Consultant will be assigned at least one counterpart.

SADC-GMI has a deliberate policy to develop young professionals (under the age of 35 years) through learning-by-doing. Every effort will be made to engage the young professionals on internship programmes where their skills will be developed. In addition to contributing to this invaluable skills development endeavor, the projects implemented through SADC-GMI always benefit from the services rendered by such internships.

### **Local Staff**

In some instances, there is a necessity to engage local staff to assist with execution of certain support services such as cleaning, driving and logistics. Such staff will be identified and approved in advance as part of the Project Agreement and/or the Procurement Plan.

## **2.2 Characteristics of Project Workers**

SADC-GMI is a subsidiary of the SADC Secretariat in Gaborone, Botswana and hence it maintains a regional character in all its operations. Its activities are spread across the 16 SADC countries. The principles of cooperation within the framework of the SADC agreements is to promote cooperation and offering the SADC citizens opportunities to contribute to the development of the region. In this regard, the hiring of workers by SADC-GMI demonstrates the application of these principles.

### **Professional Project Workers**

This group of workers includes the Executive Director, Senior Groundwater Specialist, Procurement and Grants Specialist, Communications and Knowledge Management Specialist, Infrastructure Specialist, M&E Consultant, Environmental & Social Management Consultant, Governance and Institutional Consultant.

Professional project workers are hired from across the 16 SADC Member countries. All nationalities can apply, and positions are filled on merit. Females are always encouraged to apply, although there is no bias applied to the scoring to favour females in interviews. In order to ensure objectivity in the selection of candidates for project staff, interviews are conducted by representatives from the SADC Member countries who does not have a candidate being interviewed. For instance, if shortlisted candidates are from Angola,

Tanzania and Zambia, the interview panel will comprise of representatives from any of the other 13 SADC countries.

Project workers offering services and goods to the project are also hired from across the 16 SADC countries and internationally in line with the provisions of the **SADC-GMI Procurement Plan**.

### **National Project Workers**

By virtue of being hosted in South Africa, SADC-GMI has a policy to support the South African labor market where positions for support staff are reserved for South African citizens and permanent residents. There is an acknowledgement that the groundwater sector is dominated by men and hence it is difficult to find females to fill positions in the Professional Project Workers' category. SADC-GMI therefore deliberately reserves the positions of Administration and Finance Officer and Project Assistant to female South African citizens and permanent residents. In addition to this operational level effort, a Gender Equality and Social Inclusion (GESI) strategy was developed which elaborates strategies to bring more females to work within SADC-GMI and in several initiatives. Amongst the strategies that SADC-GMI is implementing through the second phase of the Sustainable Groundwater Management in SADC Member States project is offering scholarships to female candidates for postgraduate studies especially at Masters degree level in groundwater related topics.

SADC-GMI also indirectly engages national project workers through service providers in various operations related areas such as travel agents, insurance, legal services, auditing, among others.

### **Local Project Workers**

Local project workers at the SADC-GMI headquarters are hired through local searches. The only local services that SADC-GMI requires at its headquarters is cleaning. However, this service is being provided by a Service Provider hired by our host institution, the Council for Scientific and Industrial Research (CSIR).

As part of implementing the pilot projects in the Member States, local staff will be hired by the respective sub-Grantees. The mechanisms for such project workers will be subject of LMPs to be prepared by sub-Grantees at local level in the respective Member States.

## **2.3 Timing of Labor Requirements**

The positions of Executive Director, Senior Groundwater Specialist, Communications and Knowledge Management Specialist as well as the Administration and Finance Officer are core staff of the SADC-GMI and they are immediately available to serve on the project from the project effectiveness on 16<sup>th</sup> November 2021. Provision was made during project negotiations to immediately take on the hiring of these project workers through direct contracting. These core project staff are based at the SADC-GMI headquarters in Pretoria, South Africa.

The Procurement and Grants Specialist, Infrastructure Consultant, M&E Consultant and Governance and Institutional Consultant served in the predecessor project. At the time of negotiations for the current project,



provision was made to rehire these project staff within six months from the project’s effectiveness, namely by 15<sup>th</sup> May 2022. Due to the nature of the position, the Procurement and Grants Specialist will be based at the SADC-GMI headquarters in Gaborone, Botswana. The remaining positions of Infrastructure Consultant (South Africa), Governance and Institutional Consultant (Zimbabwe) and M&E Consultant respectively are home based.

Other positions to be filled within 6 months of project effectiveness are the Project Assistant and the Environmental and Social Management Specialist. The earlier position will require a South African citizen or permanent resident with skills necessary to support both the Administration and Finance Officer as well as the Procurement and Grants Specialist. The ideal candidate will have a mix of skills to effectively function in this role. The candidates for the Environmental and Social Management Specialist post will be recruited from across the entire SADC region and the successful candidate will subsequently be based in their home country for the duration of their contract with SADC-GMI. The Environmental and Social Management Specialist will have minimum of a Masters’ Degree in Environmental Management, natural resources management (e.g. land, water etc.), environmental engineering, or equivalent; with proven experience in Social Safeguards issues, a minimum of 8 years of post-qualification experience handling environmental and social safeguards programs of donor funded programmes, a demonstrated 3 years’ experience managing and/or implementing training and capacity building programs, and proven knowledge in sustainable development financing and environmental and social risk management, preferably within the international development sector.

## 2.4 Contracted Workers

Contracted workers for this project will be hired either as individual consultants or as part of firms or consortia. All the contracted individual and consortia workers foreseen in this project are part of the project’s procurement plan that will be reviewed and approved by the Bank from time to time. Below is the Procurement Plan.

Ref. No.	Description of Consulting Services	No. of Workers	Expected Employment Date
1.	Executive Director	1	Nov-21
2.	Senior Groundwater Specialist	1	Nov-21
3.	Administration & Finance Officer	1	Nov-21
4.	Communication & Knowledge Management Specialist	1	Nov-21
5.	Project Assistant	1	Mar-22
6.	Procurement and Grants Specialist	1	Jan-22
7.	GIS/M&E Consultant	1/1	Apr-22
8.	Environmental & Social Management Consultant	1	Mar-22
9.	Infrastructure Consultant	1	May-22
10.	Governance & Institutional Development Consultant	1	May-22
11.	International Consultant - Establishment & Operationalization of NFG	TBA	Jul-22
12.	International Consultant - Regional Capacity Building & Training	TBA	Jul-22



13.	International Consultant - Implementation of Policy, legal & Institutional Gap Analysis	TBA	Aug-22
14.	International Consultant - Expansion of SADC-GIP	TBA	Sep-22
15.	International Consultant -Research at National and Transboundary levels	TBA	Oct-22

1.3 **Migrant Workers:** If it is likely that migrant workers (either domestic or international) are expected to work on the project, this should be noted, and details provided.

The project is regional in context, and it will be implemented by a regional workforce drawn from some of the SADC countries. However, SADC-GMI is hosted and registered in South Africa as a Not-for-Profit company. Consequently, workers from other countries will emigrate to be stationed at, or occasionally visit the SADC-GMI headquarters in Pretoria, South Africa. This is particularly the case with the Executive Director (Zimbabwe), Senior Groundwater Specialist (Zimbabwe), as well as the Procurement and Grants Specialist (Lesotho). In these situations, SADC-GMI supports the workers to acquire Work Visas for South Africa. In circumstances where other individual consultant workers, have to enter South Africa to deliver project activities, SADC-GMI supports them with recommendation letters to allow them to secure the relevant visas to legally enter and stay in South Africa.

### 3. ASSESSMENT OF KEY POTENTIAL LABOR RISKS

This section describes the following, based on available information:

#### 3.1 Project activities

##### Project Rationale

The proposed project builds on an ongoing long-term technical engagement with the Secretariat of the Southern African Development Community (SADC) through its regional technical Centre of Excellence, the SADC Groundwater Management Institute (SADC-GMI). The project proposes to scale up and deepen certain types of actions and engagements where the SADC-GMI has been successful in mobilizing countries around cooperative action and where countries have expressed interest and need for further engagement.

The proposed Project Development Objective (PDO) is to support the SADC Secretariat through its subsidiary, the SADC-GMI to *Develop knowledge and strengthen capacity for inclusive groundwater management in the SADC region at national and transboundary levels*. The project implementation is organised around three main components, namely:

**Component 1** – Capacity building for sustainable groundwater management (US\$ 4.8 million)

**Component 2** – Knowledge development, dissemination, and advocacy (US\$ 1.3 million)

**Component 3** – Building resilient livelihoods and inclusive groundwater management (US\$ 2.9 million)

The project invests primarily in technical aspects to support institution building, generation and dissemination of knowledge and collaboration on groundwater in the SADC region. There is no physical

footprint for these investments. Strategic infrastructure is proposed under component 3 and the investments are expected to be minor. For example, investments are expected to include drilling of wells and monitoring boreholes, small sand dams and riverbank infiltration systems, hand dug wells and installation of rainfall gauges or river level gauges. The project locations for these investments are currently unknown but will be in the SADC region. Locations for investments under component 3 will be strategically selected and managed through a grant scheme; by SADC-GMI through national focal groups in the SADC countries. The activity selection will be guided and vetted in accordance with the sub-Grants manual which will reflect environmental and social due diligence required in the ESCP, ESMF and the SEP.

The project will be implemented in the 16 SADC Member States: Angola, Botswana, Comoros, Democratic Republic of Congo, Eswatini, Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, South Africa, United Republic of Tanzania, Zambia and Zimbabwe.

The work will be delivered through regional dialogue and collaboration, where the sustainable socio-economic development in the SADC Region is the long-term goal of the program. Lessons from the existing project point to a good track record of SADC-GMI in project implementation, though the situation may be slightly different at the national and local levels within the different SADC Member States. The risk will be mitigated by exploring alternative delivery models such as involving partnerships with regional implementing partners and the private sector, to complement efforts at national level.

### **Technical Scope of Transboundary Water Cooperation**

A key aspect foreseen in this project which also derives from the mandate of the SADC Secretariat and the SADC-GMI is to promote the conjunctive management of surface and groundwater especially in the transboundary context as provided for in the SADC Protocol on Shared Watercourses. This project will therefore contribute to the regional initiatives that seek to integrate the conjunctive surface and groundwater management involving the region's 30 Transboundary Aquifers and 15 Transboundary River Basins that are variously shared by at least two SADC Member States. It is therefore anticipated that various international instruments and frameworks within the regional perspective will be applied to enhance collaboration while undertaking activities foreseen in this area of work. The map in Figure 1 below presents the geographic extent of the project activities across the SADC Member States.

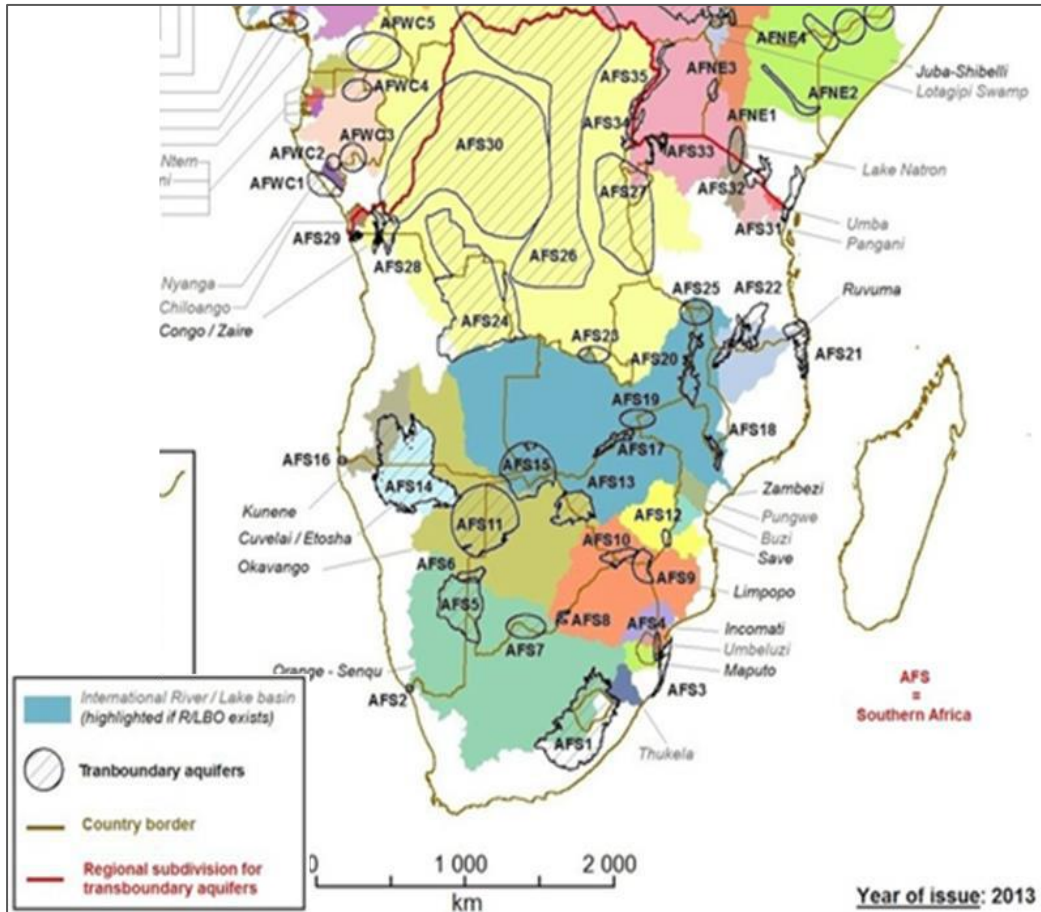


Figure 2: Indicative Map of Shared Transboundary Aquifers and River Basins in the SADC Region

Source: CGIAR

The nature of work foreseen within the TBAs and RBOs relate to undertaking research studies as well as institutional strengthening and capacity building to enhance the conjunctive use of surface and groundwater resources. Typical research studies will entail the producing Transboundary Diagnostic Analyses (TDAs) and Joint Strategic Action Plans (JSAPs) for the joint management of Transboundary Aquifers as well as for integrating groundwater management in River Basin planning and management. Studies will also be conducted to enhance data collection and management for enhanced groundwater decision making as well as to gain better appreciate Groundwater Dependent Ecosystems and their role in supporting sustainable livelihoods at community levels.

### 3.2 Key Labor Risks

At the SADC-GMI level, there are no potential labor risks foreseen primarily because most of the work involves research and other capacity building initiatives. The workers involved in this type of activities will not experience the type of risks identified in the ESS2 and GN for 2 reasons, namely, 1. The nature of activities and labor activities, and 2. the duration and location of the activities.

However, at the local level where sub-Grantees will implement pilot projects in specific locations within the Member States, some of the identified risks might apply. The identification of specific risks at sub-Grantee level is site specific, and it will thus be addressed in the site specific LMPs to be developed by the sub-Grantees during the implementation of the pilot projects. The local level sub-Grant projects will typically be small civil works and some of the foreseen labor risks that are also captured in the ESMF will include: 1. Health implications from dust, noise and water contamination; 2. injuries

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

In addition to complying with the World Bank’s procurement and contracts management frameworks, the terms and conditions of employment of the SADC-GMI project workers are guided by the provisions of the Republic of South Africa Labor Relations Act Number 66 of 1995. Pursuant to the requirements of the ESS2 of the World Bank, the following provisions regarding wages, deductions and benefits apply and they are part of the workers’ employment agreements/contracts:

### **4.1 Remuneration**

- 4.1.1 In consideration for the services rendered by the worker, the Employer shall remunerate the worker and the worker qualifies for the remuneration as set out in the Employment Agreement.
- 4.1.2 Remuneration shall be paid monthly by the Employer on the 25<sup>th</sup> day of every calendar month, or the last Friday of each month (whichever comes first) by direct deposit into the nominated bank account of the Worker.
- 4.1.3 Increases in remuneration shall be afforded at the sole discretion of the Employer and in accordance with the financial position of the Employer.
- 4.1.4 The worker, without prejudice to any other remedy available to the Employer, shall not be entitled to any remuneration for any period of absence from work without the consent of the Employer.
- 4.1.5 The Worker shall be reimbursed such reasonable expenses incurred in the execution of his/her duties as provided for in the Conditions of Service of the Employer.

### **4.2 Deductions**

- 4.2.1 The worker agrees and consents that the Employer shall be entitled to make deductions from his/her remuneration of amounts required to be deducted in terms of any applicable law (e.g. PAYE), the Conditions of Service of the Employer or by agreement in writing between the Employer and worker.
- 4.2.2 The worker authorises the Employer to, at date of termination of the Employment Agreement, make deductions from the remuneration due to the worker for any loss or damage to the Employer caused either willfully or negligently by the Worker during the course of her employment, subject to the provisions of the Basic Conditions of Employment Act 75 of 1997.

### 4.3 Leave

- 4.3.1 The Worker is entitled to 30 (THIRTY) working days paid leave per annual leave cycle of 365 (THREE HUNDRED AND SIXTY-FIVE) days.
- 4.3.2 The Worker undertakes to apply in writing for annual leave to the Employer at least 14 (FOURTEEN) calendar days before the date of commencement of such leave.
- 4.3.3 Annual leave remains subject to the operational requirements of the Employer.
- 4.3.4 The Worker must take all leave accruing in a leave cycle within such annual leave cycle. Should the Worker not take leave within such leave cycle, 15 (FIFTEEN) days of such leave will accrue to the new leave cycle and must be taken within the first 6 (SIX) months of such new leave cycle failing which, leave not so taken shall lapse and hence be forfeited.
- 4.3.5 The Worker shall forfeit any leave not taken within an annual leave cycle and which exceeds the 15 (FIFTEEN) days leave accruing to a new leave cycle as contemplated in clause 3.5.4 above.

### 4.4 Sick leave


- 4.4.1 During the first 6 (SIX) months of service, the Worker shall be entitled to 1 (ONE) day paid sick leave for every 26 (TWENTY-SIX) days worked.
- 4.4.2 After the first 6 (SIX) months of continued employment, the Worker shall be entitled to 30 (THIRTY) days paid sick leave in every 36 (THIRTY-SIX) month cycle.
- 4.4.3 In the event that the Worker is absent from work due to disease, illness or ailment for more than 2 (TWO) consecutive days or on a Monday, Friday or any business day immediately prior to or after a public holiday, the Worker shall only qualify for sick leave after the presentation of a legal medical certificate to the satisfaction of the Employer: Provided that if the Worker was also absent from work due to disease, illness or ailment in the preceding 8 (EIGHT) weeks prior to any sick leave and the Worker did not provide any medical certificate for such preceding sick leave, the Worker shall, regardless when or for how long the Worker is absent as referred to above, only qualify for sick leave so requested after presentation of a legal medical certificate to the satisfaction of the Employer. If the Worker fails to furnish the Employer with such medical certificate, she will not be entitled to any sick leave.
- 4.4.4 The Employer may also take disciplinary action against the Worker for being absent due to alleged sickness if the Worker cannot provide a proper medical certificate. All medical certificates presented by the Worker must clearly state the nature of any disease, ailment or sickness which the Worker is suffering from, or for which she is booked off or for which she might be undergoing medical treatment or be using medication for.
- 4.4.5 Abuse of sick leave will not be tolerated and will be regarded as an offence in terms of the Employer's disciplinary code.

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

In terms of the South African Labor Relations Act No. 66 of 1995, the Headquarters of SADC-GMI housed at the CSIR is compliant with the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993); the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993), National Building Regulations and Building Standard Act No 103 of 1977, and the National Environmental Management Act



107 of 1998 through the tenant agreement enforced by the CSIR where SADC-GMI is hosted. The Table of contents of CSIR’s tenant’s procedure manual which SADC-GMI adheres to is as follows:

 <b>Tenant Procedure Manual</b> <b>CSIR Properties Department</b>		Document Nr: FM-PD-01 Revision: 05 Review Date: 23-02-2021
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The health and safety provisions expected in the ESS2 prevail at the SADC-GMI offices and they apply to all categories of workers accessing these premises to work on project activities.

For home-based workers and those affiliated to certain service providers and consulting firms, the requirements to uphold health and safety practices are incorporated in their respective contract agreements with SADC-GMI.

At the local level where project activities are implemented on the ground by the sub-grantees, the sub-grantees are obliged to abide by the guidance in the sub-Grant Manual to adhere to Health and Safety obligations which also include the country specific occupational health and safety legislative requirements.

## 6. RESPONSIBLE STAFF

SADC-GMI is a small institution with a core staff establishment of 4 surrounded by several project workers. In this perspective, the human resource function rests with the Executive Director who is assisted by the Administration and Finance Officer. Between the two workers lies the responsibilities to engage and manage the individual project workers stationed, and contractors/subcontractors rendering services at the

SADC-GMI headquarters. In liaison with the CSIR, these two individuals liaise with the CSIR on issues of onsite occupational health and safety, training of workers and addressing workers' grievances.

Health and safety for the project workers under the contractors and consultants providing services to the project will be the responsibilities of the Team Leaders of the teams with whom SADC-GMI will sign contracts. The said contracts will be governed by the World Bank's Environmental and Social Framework and Standards, World Bank Group General Environmental, Safety and Health guidelines and applicable OHS laws in the country in which the sub-project is undertaken.

Moreover, at community level where small infrastructure projects will be implemented using the sub-Grant scheme, guidance will be provided in the sub-Grant Manual, for sub-Grantees to incorporate health and safety safeguards that are compliant with the national Occupational Health & Safety laws in their site specific LMPs together with a provision to monitor implementation and compliance.

## 7. POLICIES AND PROCEDURES

Section 2 above indicated that the nature of the project at SADC-GMI level focuses more on research and capacity building with very minor health and safety issues at the SADC-GMI headquarters at the CSIR. However, the potential risks at the CSIR are well mitigated by the very elaborate guidelines, procedures and monitoring implemented by the CSIR in collaboration with the SADC-GMI.

Relatively more significant health and safety risks may only occur on the sites where the projects are implemented. These risks may include injury, child labor and unfair terms and conditions of engagement. These site-specific projects are relatively small and short duration as the budget for each site is foreseen to be around US\$150,000. Moreover, these projects will be implemented by sub-Grantees in dispersed locations in the SADC countries and far from the SADC-GMI headquarters. Be that as it may, SADC-GMI will ensure that guidance on the procedures to identify, report, and mitigate such risks is incorporated in the sub-Grant Manual. The sub-Grant Manual will be reviewed and approved by the World Bank before it can be used by the sub-Grantees. It is however anticipated that the multi-stakeholder National Focal Groups in the respective SADC Member States where the small infrastructure projects will be implemented will also be charged with the responsibility to oversee the sub-grantees' role in complying with health and safety issues, among other technical and project management roles that they will assume through the sub-Grant Manual.

## 8. AGE OF EMPLOYMENT

As discussed in the previous sections, project workers hired at SADC-GMI level, namely, international and national, are professionals and experts who will have invariably obtained at least tertiary education because, to be able to provide capacity building, research and support services, expertise is required. This situation cancels out the risk that the project staff at these levels could be underage. In fact, all the internal staff currently hired by SADC-GMI are in the age range between 30 and 60 years.

At the project sites in the Member States, guidance will be provided in the sub-Grant Manual to ensure that no underage people are hired as project workers. For purposes of the Labour Management Procedure, the minimum age for employment or engagement under this project is 14 years, unless the national laws in the country where the site-specific project activities are being implemented specify a higher age. As a general



guidance to sub-Grantees implementing local level activities, a child over the minimum age and under the age of 18 may be employed or engaged in connection with the project only under the following specific conditions: (a) such employment or engagement in connection with the project will not be likely to be hazardous, interfere with the child’s education, or be harmful to the child’s health or physical, mental, spiritual, moral, or social development.; (b) an appropriate risk assessment is conducted prior to the work commencing; and (c) SADC-GMI conducts regular monitoring of health, working conditions, hours of work and the other requirement of this ESS2 guidance.

The site-specific LMPs will be expected to include measures to identify underage project workers and to rectify the situation expeditiously, if it happens. The site-specific LMPs will include guidance for sub-Grantees to document and verify the ages of project workers as a step to prevent the employment or engagement of child labor. Such documentation before hiring will include: 1. Obtaining written confirmation from the applicant of their age; and 2. Where there is any reasonable doubt as to the age of the applicant, requesting and reviewing available documents to verify age (such as a birth certificate, national identification card, medical or school record, or other document or community verification demonstrating age). If a child under the minimum age is discovered working on the project, measures shall be taken to terminate the employment or engagement of the child in a responsible manner, taking into account the best interest of the child. SADC-GMI will also tie the funding of such projects to the absence of violations of the requirement not to hire underage project workers.

Sub-grantees will therefore be expected to maintain clear records of their project staff compliment and the records will be inspected and verified from time to time by the SADC-GMI Environmental and Social Management Specialist during routine visits to the project sites.

## **9. TERMS AND CONDITIONS**

Wages and professional fees for SADC-GMI core and project staff are specified as part of the project’s Procurement Plan that was approved at negotiations stage and these are captured in the contract agreements for the respective workers. Some of the applicable terms and conditions are captured below:

### **9.1 Normal working hours**

The normal weekly working hours of the Workers shall be at least 40 (FORTY) hours, which consists of the following:

- 9.1.1 Monday to Friday, from 08:00 to 17:00, with a daily 15-minute tea/coffee break and a 45 minutes lunch interval as dictated by business requirements, unless an alternative arrangement has been agreed to in writing with the Employer or the Conditions of Service of the Employer determines otherwise.
- 9.1.2 Other intervals such as tea/coffee and smoke breaks are a concession of the Employer and permitted only in accordance with the Conditions of Service of the Employer.
- 9.1.3 The Worker may be required to work flexible hours or overtime in accordance with the Conditions of Service of the Employer and as directed by the Employer and the Worker specifically undertakes to make their services so available.

## 9.2 Work Done on Saturdays/Sundays/Public Holidays

- 9.2.1 In the event that the Worker works on a Saturday, Sunday or Public Holiday, the Worker shall be entitled to take paid leave equal to the hours spent on overtime work carried out on a Saturday, Sunday or Public Holiday, which leave must be taken within 3 (THREE) months of such overtime work as contemplated in this clause, failing which the Employer shall compensate the Worker in accordance with the provisions of clause 3.4.2-
- 9.2.2 In the event that the Worker does not take leave for overtime work in accordance with clause 3.4.1 with the prior approval of the Employer, the Employer shall remunerate the Worker for the overtime work contemplated in clause 3.4.1, which remuneration shall be calculated at twice the normal hourly tariff, in natura remuneration included. In the event that the Employer remunerates the Worker for the overtime work in accordance with this clause 3.4.2, the Worker waives their right to paid leave as referred to in clause 3.4.1.
- 9.2.3 In the event that the Worker works overtime on any other day (except Saturdays, Sundays or Public Holidays) the provisions of clauses 3.4.1 and 3.4.2 shall apply mutatis mutandis, provided that her remuneration for overtime work, as contemplated in clause 3.4.2, shall be calculated at 1,5 (ONE COMMA FIVE) times that of her hourly tariff, in natura remuneration included.
- 9.2.4 The Worker is required to obtain prior written authorisation from the Executive Director of the Employer before working any overtime, failing which the provisions of this clause 3.4 shall not apply.

Project workers engaged through contracted service providers have their terms and conditions of service stipulated by their contracting firms. However, these service contracts will be concluded within the framework of the World Bank terms and conditions and they will be monitored during the supervision missions where compliance with all the environmental and social safeguards will also be assessed.

SADC-GMI will also issue a Code of Conduct for all Project workers which is an Annexure to this LMP

At the local level where pilot projects will be implemented, the sub-grantees will have to come up with LMPs that will elaborate terms and conditions for the workers which will comply with the national labor laws in the country of implementation as well as also comply with the WB ESF and aligned with the umbrella SADC-GMI regional level LMP. The said LMP will include working hours, treatment of overtime as well as spell out any collective agreements governing the terms and conditions of the workers onsite.

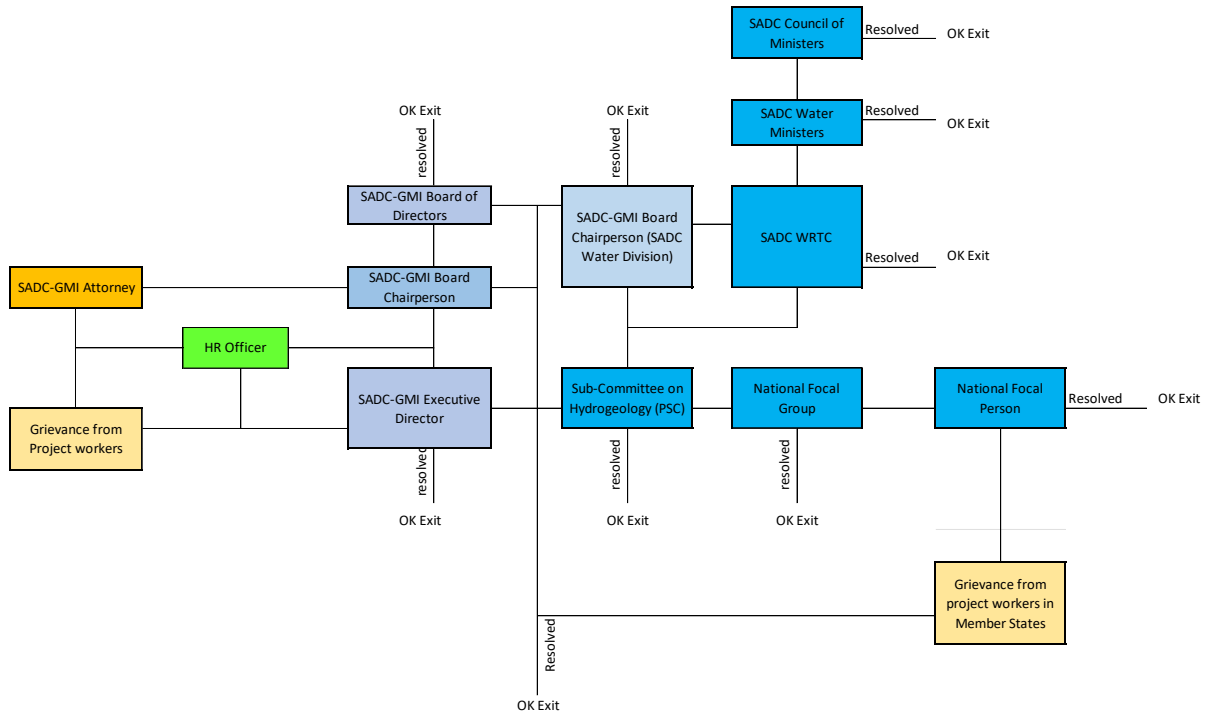
## 10. GRIEVANCE MECHANISM

A grievance mechanism will be provided for all direct workers and contracted workers to raise workplace concerns. All the concerned workers will be informed of the grievance mechanism at the time of recruitment and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all such project workers.

The grievance mechanism will be proportionate to the nature and scale and the potential risks and impacts of the project. It will be designed to address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and will operate in an independent and objective manner. The grievance mechanism for this project is aligned to the existing SADC-GMI grievance mechanism illustrated below which will allow

access to other judicial or administrative remedies that might be available under the law. As a registered company in South Africa, SADC-GMI also allows project workers to access existing arbitration procedures as provided under the South African Labour laws.

The Grievance Mechanism for workers hired by SADC-GMI, service providers and sub-grantees is illustrated in the Figure below.



As per the figure above, depending on the gravity and sensitivity of the matter, SADC-GMI staff can address their grievances either to the Executive Director, HR officer or Company Attorneys who will respectively have access to resolve such issues with the Chairperson of the Board of Directors who may in turn directly resolve the issue or refer them to the full Board. Workers hired by the service providers whose grievances remain unresolved can also use the same mechanisms. Hired companies will need to show that they also have entry points for complaints for workers on site through, for example, demonstrated access to an HR person.

At local level, project workers also have access to the Executive Director, the SADC-GMI Board Chairperson or the National Focal Person in the respective country where the project is being implemented. Procedures should also be established at the sub-grantee level to demonstrate that their Human resources function is capable to easily receive and resolve project workers' grievances. The Executive Director and Board Chairperson have the same escalation mechanism as for the SADC-GMI project staff. However, in addition, the Board Chairperson can also escalate the grievance to the SADC Secretariat, or the sub-Committee on Hydrogeology comprising one representative each from the 16 SADC Member States. Grievances raised through the National Focal Person can also be escalated to the sub-Committee on Hydrology which can in turn escalate to the Water Resources Technical Committee, also comprised of

representatives from the Member States. The ultimate body to resolve such grievances is the SADC Water Ministers' meeting.

SADC-GMI will set up a dedicated email address and awareness will be raised among all project workers to channel their grievances to a dedicated email address, [grievances@sadc-gmi.org](mailto:grievances@sadc-gmi.org) which will be accessed by the Executive Director and the SADC-GMI Board Chairperson.

Overall, in situations where the grievance mechanism is provided by a third party for contracted workers, the third party will be required to report regularly on concerns by the contracted workers, and the way in which the grievances were resolved.

## 11. CONTRACTOR MANAGEMENT

The staff compliment at SADC-GMI level is quite small and the potential risks and impacts in respect of ESS2, are relatively low. Be that as it may, the company has a secure storage for all information pertaining to the process for the procurement, contracting and performance of project workers either as individuals or as service provider firms. The procurement of individuals and firms to render services to SADC-GMI as well as the subsequent contract management is guided by the SADC-GMI's Procurement Manual, Project Implementation Manual as well as the World Bank's Procurement Regulations for IPF Borrowers. All these guidance documents seek to ensure that contractors are properly guided and evaluated against transparent criteria and that records of their performance are securely kept and not unnecessarily disclosed to third parties. The Project Implementation Manual is a detailed blueprint of how all stakeholders should manage contracts entered into as part of this project at all levels from local level up to SADC-GMI level.

As a registered company in South Africa, SADC-GMI complies with the South African Protection of Personal Information Act (POPIA), 2013 which, in the first instance, prescribes the designation of a Compliance Officer for the POPIA who is the SADC-GMI's Communications and Knowledge Management Specialist. Information pertaining to project workers' selection and performance is therefore secured.

## 12. COMMUNITY WORKERS

Community level workers are foreseen to be engaged during the implementation of small infrastructure projects in the Member States. The specific sites are not yet identified. Site specific LMPs will therefore be developed once the projects have been identified. However, guidance will be provided through the sub-Grant Manual for the respective sub-Grantees. The pilot projects will entail the construction of community infrastructure for the benefit of the community where labor may be provided directly by members of that community and hence it will be important to observe ESS2 requirements regarding Occupational Health and Safety, as well as underage/child and forced labor. While the community may be contributing its labor, it would be important to check the safety of the working environment, the age of community workers, and the terms on which labor is being mobilized

It is important that where labor in a project is provided by community workers, such labor is provided on a voluntary basis. The agreement reached with the community should be documented, recording the terms on which such labor will be provided, including details of what was agreed, the way in which such agreement was reached, and how the community workers are represented. The agreement will reflect the design of the project and the way in which decisions are reached within the community. While individual agreements with community workers may not need to be in writing, it is good practice to meet with the community and

community workers to discuss and agree the terms of their engagement with the project, prepare minutes of such meetings, and share the minutes with the community, the community workers, and their representatives.

However, where community members are hired by contractors to work on local level projects, the respective sub-Grantees will be required to have site-specific LMPs that will provide details relating to the terms and conditions for engaging the said community members, the way in which grievances will be addressed, and any additional measures designed to mitigate specific risks and impacts relating to their involvement under the project.

### **13. PRIMARY SUPPLY WORKERS**

This project mainly entails research and capacity building at national and transboundary levels and hence the risk of child labor and forced labor are negligible. It is however acknowledged that the World Bank contract templates to be used for this project include strong terms and conditions of contracts that enhance the ability to oblige any potential primary suppliers to avoid the unethical practices of child labor and forced labor.