

ESS2 - Labour and Working Conditions



CANARI serves as CEPF's regional implementation team for the Caribbean Islands Biodiversity Hotspot.

Labour Management Procedures

November 2023

CEPF 115168

Dolphin Head Local Forest Management Committee Cooperative Society

Project Name: Promoting Sustainable Livelihoods through Ecotourism in the Dolphin Head Forest Reserve, Jamaica

Grant Summary

1. Grantee organization: Dolphin Head Local Forest Management Committee Cooperative Society

2. Sub project title: *Promoting Sustainable Livelihoods through Ecotourism in the Dolphin Head Forest Reserve, Jamaica*

3. Grant number: CEPF-115168

4. Grant amount (USD\$): \$48,000.88

5. Proposed dates of grant: December 2023 - February 2025

6. Countries where activities will be undertaken: Jamaica

7. Date of preparation of this document: 30 November 2023

8. Overview of the Caribbean Hotspot Project

The Critical Ecosystem Partnership Fund (CEPF) Caribbean Islands Biodiversity Hotspot Small Grants Mechanism is being implemented in the Caribbean Islands by the Caribbean Natural Resources Institute (CANARI), acting as the Regional Implementation Team (RIT). After a successful first investment in the Caribbean Islands Biodiversity Hotspot between 2011 and 2016, the CEPF has returned to the region for a second phase of investment from August 2021 – July 2026, which totals US\$11.8 million.

The goal of the CEPF is to conserve biodiversity. Its approach is to build local conservation leadership and nurture sustainable development by developing locally driven conservation strategies and providing grants to civil society to implement those strategies. In the Caribbean, the CEPF aims to strengthen the protection and management of globally important biodiversity within 32 priority Key Biodiversity Areas (KBAs) and seven conservation corridors in Antigua and Barbuda; The Bahamas; Dominican Republic; Haiti; Jamaica; Saint Lucia; Saint Vincent and the Grenadines.

9. Overview of labour use on the sub-project

Dolphin Head Forest Reserve is an area of high botanical diversity, pharmaceutical, nutraceutical and recreational value and boasts an astonishing 32.5% rate of plant endemism, making it one of the most valuable terrestrial habitats in the Caribbean. It also supports the health, wellbeing and livelihoods of over 15 communities. The biodiversity of the Dolphin Head Forest Reserve is threatened by deforestation from agriculture and harvesting for coal.

The objectives of the sub-project are to: 1) establish sustainable alternative livelihoods among the target groups, leading to an improvement in their income earning potential 2) improve the capacity of the Dolphin Head Local Forest Management Committee Cooperative Committee (DHLFMCCS) to ensure its ability to upscale implementation of biodiversity conservation programs within the Dolphin Head Reserve and 3) to continue the awareness building of youth and community members about the value of biodiversity conservation in the Dolphin Head Forest Reserve. The project will be implemented through four components.

Component 1: Supporting Sustainable Alternative Livelihoods

Under this component, the DHLFMCCS will promote eco-tourism, craft-making, and apiculture as alternative livelihoods for farmers and community members. The DHLFMCCS will seek to operationalize its eco-venture by integrating farmers, focusing on Team Jamaica training, tour guiding, craft production, and potential bed and breakfast accommodations. Apiculture will also be expanded to provide additional income sources without relying on forest resources.

Component 2: Community Sensitization Sessions

Activities under this sub-project component will focus on educating forest-dependent communities across five locales and reshaping community behaviours and attitudes towards forests in Jamaica.

Component 3: Organizational Capacity Building for DHLFMCCS

Through this component, the DHLFMCCS will enhance its operational efficiency by updating its Strategic and Action Plan, obtaining Tourism Product Development Company (TPDCo) certification and training members and the administration in entrepreneurship, record-keeping, and administrative duties.

Component 4: Project Management, Monitoring and Evaluation

This sub-project component is intended to ensure proper project management in compliance with CEPF and World Bank requirements.

Direct project workers will oversee implementation of activities under all four components of the sub-project. Direct project workers include members of the SECCLFMCBS and expert consultants, as described below. Their efforts will be complemented by at least one community worker.

Number of Project Workers

The project will employ two direct workers from among the DHLFMCCS members and who are domiciled general geographic area. There will be at least two expert consultants and one community worker (See Table 9.1).

Table 9.1: Project worker positions and status

| Staff Position | Type (direct / contracted / community) | Gender | Place of work (remote / office / field) | Status | |
|------------------------------|---|------------------------|--|-------------------------|-------------------------------|
| | | | | (full-time / part-time) | (current staff / to be hired) |
| Project Manager | Direct Worker | Female | Office and field | Part-time | Current volunteer |
| Project Assistant | Direct Worker | Female | Office and field | Part-time | Current volunteer |
| Apiculture Trainer | Direct Worker (Consultant) | Both males and females | field | Part-time | To be hired |
| Craft Trainer | Direct Worker (Consultant) | Both males and females | Field | Part-time | To be hired |
| Capacity Building Consultant | Direct Worker (Consultant) | Both males and females | Field | Part-time | To be hired |
| Workshop Support | Community Worker | Female | Field | Part-time | To be hired |

Characteristics of Project Workers

All direct workers of this project, who are member of the SHLFMCCS, have Jamaican nationality and are elected by group members' vote. Ninety-five per cent are women and their ages range from 18-65 year; however, the composition of the group may change over the life of the project. Any change will not include opening participation up to minors, but we do have members that are disabled that we allow to participate in project activities. The community workers will be Jamaican and domiciled in the general geographic area where the project activities are taking place.

The DHLFMCCS will contact the services consultants who will undertake the apiculture training, craft production and capacity building. The DHLFMCCS will enter into a written agreements with the consultants showing all terms of reference, which will be a standard agreement including scope of work, deliverables and payment schedule.

For some project activities, the DHLFMCCS will enlist the support services of government agencies, e.g., Tourism Product Development Company (TPDCo). These services will be provided within the context of a letter of agreement for the provision of services rather than under contract/ there may be a fee for the TPDCo, but there will be no payment of CEPF funds for salaries or wages of technical personnel

Timing of Labour Requirements

Table 9.2 below outlines the anticipated timing of the labour requirements under this sub-project.

Table 9.2: Timing of labour requirements

| Category of workers | 2023 -2025 | | | |
|---|------------|----|----|----|
| | Q1 | Q2 | Q3 | Q4 |
| 1. Direct workers (including consultants) | x | x | x | x |
| 2. Community workers | | x | x | x |

Contracted Workers

This sub-project will not use the services of contracted workers. .

Community Workers

A community workers will be utilised to assist in preparation for hosting workshops.

10. Risk mitigation measures

The below table identifies potential and anticipated labour risks from the proposed sub-project based on the activities.

Table 10.1: Potential Labor Risks and Mitigation Measures

| Key labour risks | Risk probability <i>(low/medium/high)</i> | Level of Risk <i>(low/medium/high)</i> | Description | Mitigation Measures |
|--|--|---|---|---|
| Physical harm from field-related accidents (e.g. cuts from machetes, repetitive strain injury, back pain etc.), exposure to the elements (e.g. dehydration and heatstroke) and bees stings or health emergencies (e.g., acute illness) | medium | medium | Activities involving reforestation and weeding may need to utilise basic tools for planting/reaping, and workers will be exposed to the elements. | Persons engaged in reforestation and weeding activities will undergo practical demonstrations of proper tool technique and be provided with the necessary tools in good working condition, as well as any personal protective equipment (gloves, water boots etc.) deemed necessary. Gloves and boots will be provided through the project, and workers will be advised to wear long- |

| | | | | |
|--|--------|------|--|--|
| | | | | <p>sleeved shirts and long pants for work in the field. Workers will be advised to take frequent stretches and breaks, to hydrate appropriately, and to work as much as possible in the cooler morning or late afternoon hours. Medicines and cream for bee stings will be provided along with protective gears (see below).</p> |
| Accidents (e.g., road traffic accidents) | low | low | Movement by vehicle will be necessary to conduct several project activities. | All arrangements for transportation will be made with authorized/ licensed drivers with a known history of safe driving practices |
| Hydrometeorological events (hurricanes, tropical storms) and other natural disasters, including earthquakes and volcanic eruptions | medium | low | Over the life of the project, it is possible that the country could be severely impacted by a hydrometeorological event or other natural disaster. The Caribbean region is up to seven times more likely to experience a natural disaster than larger states, and when one occurs, it incurs as much as six times more damage. | <p>The Project Manager and Project Assistant will monitor the weather very carefully. If there is a threat of a hurricane, field activities will not occur. Typically, sufficient advance notice for hurricanes is given, and thus, people have always been able to evacuate well in advance of a threatening situation.</p> <p>Insofar as possible, the scheduling of activities will take into account the most active part of the hurricane season, minimizing field-based and other activities that could be adversely affected by the passage of a hurricane. Should a hurricane occur, all measures will be taken to ensure project workers are not exposed to risk from any the hazards encountered during response and recovery efforts.</p> |
| Discrimination and/or harassment in the workplace | low | high | Men and women work together on this project. | Project workers and community workers, including consultants, will |

| | | | | |
|---|--------|-----|--|--|
| | | | Possibility of unfair treatment in the form of discrimination on the basis of personal characteristics such as race, gender, religion, sexual orientation, etc. | <p>be notified that everyone has the right to a safe working environment, and discrimination and/or harassment (including sexual) will not be tolerated.</p> <p>A grievance mechanism has been developed to address these issues and will be shared with all members of the project prior to the start of the project. All complaints will be taken seriously and resolved as quickly as possible.</p> |
| Use of child labour | low | low | Use of persons under the age of 18 for labour under the project. | No children will ever be involved in the work on this project. |
| Contraction/transmission of COVID-19 or any other communicable illness or virus throughout the project period | low | low | <p>The World Health Organization (WHO) has declared the end of the pandemic phase of COVID-19 but it now occurs globally and there remains some risk of transition through activities involving large groups of people in enclosed spaces, e.g., meetings or during travel.</p> <p>There remains the possibility for emerging local or global viral infection throughout the project period.</p> | The guidelines of the Jamaican government on COVID-19 (or any other active virus or communicable illness) at the time of the fieldwork and community engagement will be followed. |
| Significant allergic reactions from bee stings | medium | low | Bee stings from the apiculture activities. | Provision of safety gear (personal protective equipment - PPE), antihistamine and EpiPens. |

11. Brief overview of legislation: terms and conditions

Table 11.1 sets out the key aspects of national legislation relevant to terms and conditions of employment (e.g., wages, deductions, benefits, etc.) in Jamaica and their relevance to ESS2. A community health and safety plan has also been developed for the project and will be implemented.

Table 11.1: National labour legislation relevant to ESS2 in Jamaica

| Law | Relevance to ESS2 |
|--|---|
| Jamaica | |
| Disabilities Act (2014) | Provides for employment of and non-discrimination against persons with disabilities. |
| Trade Unions Act (1919; amended) | Provides legal recognition for trade unions and establishes the right to collective bargaining. |
| Labour Relations and Industrial Disputes Act (1975; amended) | Regulates relations between employers and workers, including procedures for the settlement of industrial disputes. |
| Minimum Wage Act (1938; amended) | Provides for the protection of workers in relation to the payment of wages. |
| Employment (Termination and Redundancy Payment) Act (1974) | Provides for a separation payment whenever an employee is made redundant, or their employment is terminated. |
| Holiday with Pay Act (1974) | Establishes the right to paid annual vacation. |
| Jamaica (Constitution) Order in Council Act (1962; amended) | Confers protection from discrimination on the grounds of race, etc. |
| Employment (Equal Pay for Men and Women) Act (1975) | Prohibits discrimination on grounds of sex in respect of remuneration and other terms and conditions of employment. |
| Maternity Leave Act (1979) | Prevents some forms of discrimination against pregnant women and entitles pregnant women to 12 weeks of maternity leave. |
| Child Care and Protection Act, (2004) | Prohibits the employment of children under the age of 13, restricts employment of children under the age of 15 to light work, and prohibits the employment of young people under the age of 18 in hazardous work. |
| Factories Act (1943; amended) | Provides for regulation of occupational health and safety in certain settings, including building operations and engineering construction. |
| Factories Act (1955) | Provides for health, safety, welfare and special protective measures in certain workplace settings. |

12. Brief overview of legislation: occupational health and safety

Table 12.1 sets out the key aspects of national legislation relevant to occupational health and safety in Jamaica and their relevance to ESS2. A community health and safety plan has also been developed for the project and will be implemented.

Table 12.1: National legislation relevant to occupational health and safety in

| Law | Relevance to ESS2 |
|--------------------------|--|
| Jamaica | |
| Public Health Act (2003) | Provides a list of communicable diseases that must be notified to the competent authorities. |

| | |
|---|---|
| Occupational Safety and Health Legislation—the Occupational Safety and Health (OSH) Bill (2017) is still in draft form. | The legislation requires employers operating in workplaces to observe certain regulations regarding the safety and health of their workers. Its objectives are: (a) the prevention of injury and illness caused by conditions at the workplace, (b) the protection of workers from risks to their safety, health and welfare arising out of or in connection with activities in their workplaces and (c) the promotion of safe and healthy workplaces. Until it is approved, other legislation that applies to Occupational Health and Safety in Jamaica include the Factories Act (1943), the Labour Officers (Power) Act (1943), the Building Operations and Works of Engineering Construction (Safety, Health and Welfare) Regulations, the Docks (Safety, Health and Welfare) Regulations and the Women (Employment of) Act (1942). |
| Disaster Preparedness and Emergency Management Act (1993) | Provides for disaster preparedness and emergency management measures. |

13. Responsible staff

Responsible staff for management and supervision of activities related to the LMP are listed in Table 13.1.

Table 13.1: Responsible staff and workers for the implementation of the LMP

| Position | Activities | Estimated time (%) |
|-------------------|--|--------------------|
| Project Manager | Engagement and management of project workers, training of workers, and addressing worker grievances. Ensure that the LMP document and Grievance Mechanism are shared with all direct workers | 10% |
| Project Assistant | Engagement and management of project workers, addressing worker grievances and or feedback | 5% |

14. Implementation cost estimates:

The below table outlines those items or activities associated with the LMP. For staff with the responsibility of implementing safeguard policies, a percentage of their budgeted costs has been used. The table represents the costs associated with implementing the LMP over the course of the entire sub-project.

Table 14.1: Implementation schedule and cost estimates for the lifetime of the sub-project.

| Item | Cost Estimate (USD) |
|---|---------------------|
| Salary of direct workers to implement the LMP (10% of Project Manager and 10% of Project Assistant) | \$1,080 |
| Covid-19 or virus preparedness, including cleaning venues, maintaining healthy protocols etc. | \$100 |
| Personal Protective Equipment | \$2,250 |

15. Policies and procedures

DHLFMCCS currently does not have any written or established policies and procedures related to labour management, as membership is on a voluntary basis. The approach to policy and procedures will be guided by this Labour Management Plan, including for contracting and grievance redress. Other procedures set out in the Community Health and Safety Plan and Stakeholder Engagement Plan will also be observed along with our conflict of interest policy.

16. Contracted workers

No (third party) contracted workers will be employed under this project. All project workers, including consultants, will be employed in Jamaica in accordance with national labour and employment laws. All project workers and consultants will be formally contracted to the DHLFMCCS.

17. Community workers

In the context of this subproject, community labour is provided by members of communities in the vicinity of the forest reserve. Community workers will be given a stipend and will be asked to sign a basic service agreement.

18. Grievance mechanism

The following is the GM for the project to address the concerns of DHLFMCCS project workers. The GM will be made available to workers once the project starts. Grievances related to external stakeholders will be handled by a separate mechanism, which is included as part of the project's Stakeholder Engagement Plan.

This GM is streamlined, considering the limited scope of project activities at the community level and the low risk of adverse social impacts. The key measures will be to explain the purpose of any visit to stakeholders, explain the existence of the GM and make available contact information of DHLFMCCS's project manager and the CEPF RIT Manager. This will be done through a printed handout or other locally appropriate means.

Objectives of the GM

The objectives of the GM are as follows:

1. Ensure that the World Bank ESSs are adhered to in all project activities.
2. Address any negative environmental and social impacts of all project activities.
3. Resolve all grievances emanating from project activities in a timely manner.
4. Establish relationships of trust between project staff and stakeholders.
5. Create transparency among stakeholders, including affected persons, through an established communication system.
6. Bolster the relationship of trust among the project staff and the affected parties.

First Level of Redress

1. *Receive Grievance:* At the project level, all complaints should be received by The Chairman. Complaints can be made in person, in writing, verbally over the phone, by email or any other suitable medium. Complaints can be filed anonymously. The point of receipt of complaints is listed below:

| | |
|----------------|--------------------------------|
| Contact | |
| Position | Chairman & Project Coordinator |
| Telephone | 18768467534 |

| Contact | |
|------------------|---|
| Email address | Collettgrant29@gmail.com |
| Physical address | Kingsvale District, Dias, Hanover Jamaica |

2. At the local and national level, all complaints should be addressed to:

| Contact | |
|------------------|---|
| Position | Assistant Project Manager |
| Telephone | 18767072051 |
| Email address | Jayjoel590@gmail.com |
| Physical address | Kingsvale District, Dias, Hanover Jamaica |

All grievances received by DHLFMCCS's staff should be forwarded to the Chairman within 24 hours of receipt.

3. *Acknowledgement:* All grievances will be acknowledged by telephone or in writing by the Chairman within 48 hours of receipt, and the complainant will be informed of the approximate timeline for addressing the complaint if it can't be addressed immediately. The Chairman will seek to ensure the speedy resolution of the grievance. If the grievance cannot be resolved at this level, it is taken to the next level.
4. *Record:* The grievance will be registered in DHLFMCCS's grievance file, including relevant documents.
5. *Notification:* Communication of the grievance is as follows:
 - a. If it concerns the project, communication to the Project Manager DHLFMCCS
 - b. Notification will also be made to the CEPF Grant Director and Regional Implementation Team Manager within 15 days.
 - c. If it concerns general DHLFMCCS operations/activity, communication to the Chairman.
6. *Assessment:* A decision is made on the nature of the investigation that will take place.
7. *Investigation:* Appropriate investigation of the grievance by an internal team assigned to this task (for example, this may include staff directly involved as well as the Project Manager DHLFMCCS. The investigation may include meetings with the complainant and other stakeholders and a review of relevant documents. An impartial party shall be involved in meetings with the complainant. Community representatives or representatives of the complainant will be allowed to sit in on these meetings. Minutes of meetings and documents will be added to the grievance file.
8. *Resolution:* Depending on the findings of the investigation:
 - a. A resolution is decided immediately
 - i. The complaint is rejected
 - ii. A response is agreed
 - iii. The complaint is referred to as appropriate
 - d. A resolution cannot be achieved, and the case is presented to the CEPF RIT Manager or DHLFMCCS's Grievance Committee for further input.

8. *Communication*: Once a resolution has been reached, the decision is communicated to the complainant in writing. Documents are added to the grievance file.

e. *Satisfaction*: If the complainant is not satisfied with DHLFMCCS response, it can be taken to the second level of redress. At all stages, documents are added to the grievance file.

NB: The complainant may request that the issue be transferred to the second level of redress if he/she does not feel that the grievance is being adequately addressed by the Grant Director for the Caribbean Islands Biodiversity Hotspot.

Second Level of Redress

If claimants are not satisfied with the way in which their grievance has been handled at level one, they will be given the opportunity to raise it directly with the CEPF Grant Director for the Caribbean Islands Biodiversity Hotspot, who can be contacted as follows:

| Contact | |
|------------------|--|
| Title | RIT Manager for the CEPF Caribbean Islands Hotspot |
| Telephone | +1-868-638-6062 |
| Email address | caribbeanrit@canari.org |
| Physical address | Caribbean Natural Resources Institute, #105 Twelfth Street, Barataria, Trinidad & Tobago |

Third Level of Redress

If claimants are not satisfied with the way in which their grievance has been handled at level two, they can contact the CEPF Grant Director via the telephone: +1-703-341-2400 or email: cepf@cepf.net

Fourth Level of Redress

If the complainant is not satisfied with the way in which their grievance has been handled at level three, they should avail themselves of the services of the national labour disputes tribunal through the Pay and Conditions of Employment Branch (PCEB) of the Industrial Relations (IR) Department of the Minister of Labour and Social Security, telephone (876) 922-2468 or (876) 922 9500-14. Once complainants formally file a grievance, which includes filling out the appropriate forms, officers and inspectors from the PCEB will carry out an investigation. The name and identity of anyone who submits a complaint to the PCEB will be kept confidential.

19. Addressing Gender-Based Violence

The specific nature of sexual exploitation and abuse, and sexual harassment (SEA/SH) requires tailored measures for reporting and safe and ethical handling of such allegations. A survivor-centred approach aims to ensure that anyone who has been the target of SEA/SH is treated with dignity and that the person's rights, privacy, needs and wishes are respected and prioritised in any and all interactions.

The Grantee will specify an individual who will be responsible for dealing with any SEA/SH issues, should they arise. A list of SEA/SH service providers will be kept available by the project. The Grantee should assist SEA/SH survivors by referring them to Services Provider(s) for support immediately after receiving a complaint directly from a survivor.

To address SEA/SH, the project will follow the guidance provided on the World Bank Technical Note "Addressing Sexual Exploitation and Abuse and Sexual Harassment (SEA/SH) in Investment Project Financing Involving Civil Works". This Grantee will follow the official WB definitions described on the Technical Note as shown below:

Sexual Abuse (SEA) is an actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions

Sexual Exploitation (SE) refers to any actual or attempted abuse of a position of vulnerability, differential power, or trust for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

Sexual harassment (SH) is any unwelcome sexual advance, request for sexual favour, verbal or physical conduct or gesture of a sexual nature, or any other behaviour of a sexual nature that might reasonably be expected or be perceived to cause offence or humiliation to another when such conduct interferes with work, is made a condition of employment or creates an intimidating, hostile or offensive work environment.

Sexual Exploitation and Abuse and Sexual Harassment (SEA/SH) service provider is an organisation offering specific services for SEA/SH survivors, such as health services, psychosocial support, shelter, legal aid, safety/security services, etc.

The survivor-centred approach is based on a set of principles and skills designed to guide professionals—regardless of their role—in their engagement with survivors (predominantly women and girls but also men and boys) who have experienced sexual or other forms of violence. The survivor-centred approach aims to create a supportive environment in which the survivor's interests are respected and prioritised and in which the survivor is treated with dignity and respect. The approach helps to promote the survivor's recovery and ability to identify and express needs and wishes, as well as to reinforce the survivor's capacity to make decisions about possible interventions.

SEA/SH grievances can be received through any of the available channels and will be considered "high-profile grievances, which, if not resolved promptly, may represent significant risks to the environment or community". A list of SEA/SH service providers is available on the RIT's project webpage: <https://canari.org/wp-content/uploads/2022/06/CEPF-II-GBV-Service-Providers-Jamaica2.pdf>.

Additionally, if an incident occurs, it will be reported as appropriate, keeping the anonymity and confidentiality of the complainant and applying the survivor-centred approach.¹ Any cases of SEA/SH brought through the Grantee will be documented but remain closed/sealed to maintain the confidentiality of the survivor. The CEPF will be notified as soon as the designated persons from the Grantee organisation learn about the complaint.

If a SEA/SH-related incident occurs, it will be reported through the Grantee, as appropriate and keeping the survivor information confidential. Specifically, the following steps will be taken once an incident occurs:

¹ The survivor-centred approach is based on a set of principles and skills designed to guide professionals—regardless of their role—in their engagement with survivors (predominantly women and girls but also men and boys) who have experienced sexual or other forms of violence. The survivor-centred approach aims to create a supportive environment in which the survivor's interests are respected and prioritised and in which the survivor is treated with dignity and respect. The approach helps to promote the survivor's recovery and ability to identify and express needs and wishes, as well as to reinforce the survivor's capacity to make decisions about possible interventions.

ACTION 1: COMPLAINT INTAKE AND REFERRAL

If the survivor gives consent, the designated person responsible within the Grantee organisation fills in a complaints form, excluding any information that can identify the survivor:

- The nature of the allegation (what the complainant says in her/his own words without direct questioning)
- If the alleged perpetrator was/is, to the survivor's best knowledge, associated with the project (yes/no)
- The survivor's age and/or sex (if disclosed); and,
- If the survivor was referred to services

If the survivor does not want to provide written consent, her consent can be verbally received. If needed or desired by the survivor, the designated person responsible for the Grantee refers her/him to relevant SEA/SH service providers, identified in the mapping of SEA/SH service providers and according to preestablished and confidential referral procedures. The survivor's consent must be documented, even if it is received verbally. The service providers will be able to direct survivors to other service providers in case the survivor wishes to access other services. The designated person responsible for the Grantee will keep the survivor informed about any actions taken by the perpetrator's employer. If the survivor has been referred to the relevant SEA/SH service providers, received adequate assistance, and no longer requires support; and if appropriate actions have been taken against the perpetrator or if the survivor does not wish to submit an official grievance with the employer, the designated person responsible from the Grantee can close the case.

ACTION 2: INCIDENT REPORTING

The designated person responsible within the Grantee organisation needs to report the anonymised SEA/SH incident as soon as it becomes known to the Executive Director, who will, in turn, inform the RIT for onward communication to CEPF.

Complaint Forms and other detailed information should be filed in a safe location by the designated person responsible for the Grantee. Neither the designated person responsible for the Grantee nor the Executive Director should seek additional information from the survivor.

SEA/SH incident reporting is not subject to survivors' consent, but the designated person responsible within the Grantee organisation needs to provide ongoing feedback to the survivor at several points in time: (1) when the grievance is received; (2) when the case is reported to designated person responsible from the Grantee and CEPF; (3) when the verification commences or when a determination is made that there is an insufficient basis to proceed; and (4) when the verification concludes or when any outcomes are achieved, or disciplinary action is taken.

As long as the SEA/SH remains open, the designated person responsible from the Grantee and/or Executive Director should update the CEPF on the measures taken to close the incident.

ACTION 3: GRIEVANCE VERIFICATION AND INVESTIGATION

Each SEA/SH incident should be verified to determine if it was related to the CEPF-funded project. The designated person responsible for the Grantee should form a SEA/SH verification committee comprised of her/him, one member of the Grantee organisation, one member of a local service provider and a representative of the contractor (if relevant). The designated person responsible within the Grantee organisation should notify the SEA/SH Committee of the incident within 24 hours

of its creation. The SEA/SH verification committee will consider the SEA/SH allegation to determine the likelihood that the grievance is related to the project.

If, after the committee review, SEA/SH allegation is confirmed and it is determined that it is linked to a project.², the verification committee discusses appropriate actions to be recommended to the appropriate party—i.e., the employer of the perpetrator, which could be the designated person responsible within the Grantee organisation or a contractor. The designated person responsible within the Grantee organisation will ask contractors to take appropriate action. The committee reports the incident to the perpetrator's employers to implement the remedy/disciplinary action in accordance with local labour legislation, the employment contract of the perpetrator, and their codes of conduct as per the standard procurement documents.

For SEA/SH incidents where the survivor did not consent to an investigation, the appropriate steps should be taken to ensure the survivor is referred to/made aware of available services and that the project mitigation measures are reviewed to determine if they remain adequate and appropriate or if they require strengthening.

If the survivor is interested in seeking redress and wishes to submit an official complaint with the employer or with entities in SVG legal system, the designated person responsible within the Grantee organisation should provide linkages to the relevant institutions. Ensuring due legal process is up to the police and the courts, not the SEA/SH verification committee. Unlike other types of issues, the designated person responsible within the Grantee organisation does not conduct investigations, make any announcements, or judge the veracity of an allegation.

Any cases of SEA/SH brought through the Grantee will be documented but remain closed/sealed to maintain the confidentiality of the survivor. Here, the GM will primarily serve to:

- Refer complainants to the SEA/SH Services Provider; and
- Record the resolution of the complaint

The Grantee will also immediately notify both the CEPF and the World Bank of any SEA/SH complaints **WITH THE CONSENT OF THE SURVIVOR**.

20. Disclosure and Code of Conduct

CEPF also requires that all direct, contracted and community and community workers be provided with Conservation International's (CI) Code of Ethics and be informed that any violations of the Code of Ethics should be reported to CI via its Ethics Hotline at www.ci.ethicspoint.com

The code of ethics will be consistent with the code of conduct of the WB:

[enter name of personnel] has signed a contract with the sub-grantee for *[enter description of the Terms of Reference (ToR)]*. This assignment will be carried out at XXXXX. This contract requires you to implement measures to address environmental and social risks related to the sub-project, including the risks of sexual exploitation, sexual abuse, and sexual harassment.

² Project actors are: (a) people employed or engaged directly by the Grantee to work specifically in relation to the project (direct workers); (b) people employed or engaged through third parties (Project staff, subcontractors, brokers, agents or intermediaries) to perform work related to core functions of the project, regardless of location (contracted workers); (c) people employed or engaged by the Grantee's primary suppliers (primary supply workers); and (d) people employed or engaged in providing community labour such as voluntary services or participation in project activities and processes (community workers).

Herewith, all persons are referred to as “**Sub-grantee’s Personnel**” and are subject to this Code of Conduct.

This Code of Conduct identifies the behaviour that is required from all Sub-grantee Personnel.

The workplace is an environment where unsafe, offensive, abusive, or violent behaviour will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

Sub-grantee's personnel shall:

1. carry out his/her duties competently and diligently.
2. acknowledge that adherence to this Code of Conduct is a condition of employment.
3. comply with this Code of Conduct and all applicable laws, regulations, and other requirements, including requirements to protect the health, safety and well-being of other Sub-grantee’s Personnel and any other person.
4. maintain a safe working environment including by:
 - a. ensuring that workplace equipment and processes under each person’s control are safe and without risk to health.
 - b. wearing required personal protective equipment when visiting construction sites and following sub-project COVID-19-related protection guidelines, as described in the Stakeholder Engagement Plan (SEP), Labour Management Procedure (LMP), Environmental and Social Management Framework (ESMF) and plans (ESMPs), or other relevant instruments.
 - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
 - d. following applicable emergency operating procedures.
5. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation that he/she reasonably believes presents an imminent and serious danger to his/her life or health.
6. avoid any conflicts of interest (such that benefits, contracts, employment, or any sort of preferential treatment or favours, are not provided to any person with whom there is a financial, family, or personal connection).
7. respect reasonable work instructions (including regarding environmental and social norms).
8. protect and properly use property (for example, to prohibit theft, carelessness, or waste).
9. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers, or children.
10. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favours, and other verbal or physical conduct of a sexual nature with Sub-grantees or other Personnel.
11. not engage in Sexual Exploitation, which means any actual or attempted abuse of a position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.
12. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
13. protect children (including prohibitions against sexual activity or abuse, or otherwise unacceptable behaviour towards children, limiting interactions with children, and ensuring their safety in project areas).
14. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage.
15. shall have access to a referral system for victims of Gender Based Violence/Sexual Exploitation and Abuse of employees and any individual that may be associated with the sub-project. Where

such an incident would have occurred, it should immediately be reported to the employer or his/her designate who would ensure that the victim is referred to a service provider trained to handle GBV cases.

16. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH).
17. shall have access to a Grievance Redress Mechanism, which will afford effective remedies.
18. report violations of this Code of Conduct to the employer under this project.
19. not retaliate against any person who reports violations of this Code of Conduct, whether to the Employer or the Project's Grievance Redress Mechanism; and,
20. the Grantee staff will follow the relevant requirements set out in LMP.

RAISING CONCERNS

If you observe any behaviour that is believed may represent a violation of this Code of Conduct or that otherwise concerns you, you should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter the name of the Employer's Social Expert with relevant experience in handling gender-based violence, or if such person is not required under the contract, another individual designated by the employer to handle these matters*] in writing at this address [] or by telephone at [] or in person at []; or
2. Call [] to reach the employer's hotline (*if any*) and leave a message

The person's identity will be kept confidential unless reporting of allegations is mandated by the laws of Jamaica Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behaviour prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Sub-grantee Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR GRANTEE PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of the employer's contact person(s) with relevant experience*] requesting an explanation.

Name of Sub grantee Personnel:

Signature: _____

Date: (day month year): _____

Countersignature of an authorized representative of the Employer:

Signature:

Date: (day month year): _____

ATTACHMENT 1: Behaviours constituting Sexual Exploitation and Abuse (SEA) and behaviours constituting Sexual Harassment (SH)

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM

BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)

The following non-exhaustive list is intended to illustrate types of prohibited behaviours:

(1) **Examples of sexual exploitation and abuse** include, but are not limited to:

- A Sub-grantee Personnel tells a member of the community that he/she can get them jobs related to the work site (e.g., cooking and cleaning) in exchange for sex.
- A Sub-grantee Personnel that is connecting electricity input to households says that he can connect women-headed households to the grid in exchange for sex.
- A Sub-grantee Personnel rapes, or otherwise sexually assaults a member of the community.
- A Sub-grantee Personnel denies a person access to any project Site unless he/she performs a sexual favour.
- A Sub-grantee Personnel tells a person applying for employment under the project that he/she will only hire him/her if he/she has sex with him/her.

(2) **Examples of sexual harassment in a work context**

- Sub-grantee Personnel comment on the appearance of another Sub-grantee Personnel (either positive or negative) and sexual desirability.
- When a Sub-grantee Personnel complains about comments made by another Sub-grantee Personnel on his/her appearance, the other Sub-grantee Personnel comment that he/she is “asking for it” because of how he/she dresses.
- Unwelcome touching of a Sub-grantee or Employer’s Personnel by another Grantee Personnel.
- A Grantee Personnel tells another Grantee Personnel that he/she will get him/her a salary raise or promotion if he/she sends him/her naked photographs of himself/herself.