

Annex 10: Labor Management Procedures Template



Labor Management Procedures

April 5, 2023

CEPF Grant

113415

Fauna & Flora

International

Building Caribbean civil society capacity in delivering sustainable financial strategies

Lesser Antilles Islands

Grant Summary

1. Grantee organization: Fauna & Flora International
2. Sub-project title: Building Caribbean civil society capacity in delivering sustainable financial strategies
3. Grant number: 113415
4. Grant amount (US dollars): USD 249,895
5. Proposed dates of grant: 01 June 2023 – 01 June 2025
6. Countries where activities will be undertaken: Antigua and Barbuda, Saint Lucia, Saint Vincent and the Grenadines, Dominica
7. Date of preparation of this document: April 5, 2023

8. Overview of labor use on the sub-project:

These Labor Management Procedures have been prepared by Fauna & Flora, a biodiversity conservation NGO with its headquarters in Cambridge, United Kingdom, for the CEPF sub-project #113415, Building Caribbean civil society capacity in delivering sustainable financial strategies.

The Labor Management Procedures seek to ensure that measures are in place to manage risks associated with employment under the sub-project and help to determine the resources necessary for effective planning and management. They set out the approach for complying with national labor legislation in all the countries where the sub-project will be implemented, as well as the objectives of the World Bank's Environmental and Social Framework (ESF), in particular Environmental and Social Standard 2 (ESS2) on Labor and Working Conditions. This is a living document and will be updated to meet any changes in the demands or circumstances of the sub-project.

The Labor Management Procedures apply to all sub-project workers, whether full-time, part-time or temporary. This section describes the sub-project's labor requirements based on available information.

Project Workers

The sub-project will employ workers based in the United Kingdom as well as a contracted Caribbean-based facilitator and contracted facilitator based outside the Caribbean. Both contracted workers will be contracted from the UK, using Fauna & Flora's standard consultancy agreement. In total, 12 workers will be employed on this sub-project; 10 workers employed directly by Fauna & Flora and 2 workers contracted as consultants by Fauna & Flora. No other types of workers will be employed on this sub-project, (such as community or migrant workers). The breakdown of project workers, to the extent known at present, is shown in Tables 1 and 2.

Direct Workers

Ten direct workers employed by Fauna & Flora will work on the sub-project. Their positions and places of work appear in Table 1. All direct workers will work part-time on this sub-project, even if they are full-time employees of Fauna & Flora.

Table 1: Direct workers employed by Fauna & Flora

	Position	Place of work	Jurisdiction	Sex	Status
1	Programme Officer, Conservation Leadership Programme	UK	England & Wales	Male	Current employee
2	Executive Manager, Conservation Leadership Programme	UK	England & Wales	Female	Current employee
3	Finance Business Partner, Americas and Caribbean	UK	England & Wales	Female	Current employee
4	Finance Business Partner, Cross-Cutting Programmes	UK	England & Wales	Female	Current employee
5	Technical Specialist, Partnerships & Organisational Development	UK	England & Wales	Female	Current employee
6	Communications Executive, Conservation Leadership Programme	UK	England & Wales	Female	Current employee
7	Programme Officer, Learning & Partner Development	UK	England & Wales	TBC	To be recruited
8	Project Manager, Americas & Caribbean	Saint Lucia	Saint Lucia	Male	Current employee
9	Programme Officer, Conservation Finance	UK	England & Wales	Female	Current employee
10	Finance and Administration Officer, Americas & Caribbean	Antigua & Barbuda	Antigua & Barbuda	Female	Current employee

Contracted workers

It is anticipated that 2 consultants will be contracted directly over the course of the sub-project, to undertake short-term assignments. Specifically, under Component 2 (Project design and fundraising capacity building for conservationists in the Caribbean, including early career individuals and staff from the target CSOs). Fauna & Flora’s procurement policy states that all consultancy services with a value of between GBP 3,000 and GBP 30,000 require at least 3 written or internet quotations. It is anticipated that the consultancy contracts will fall within this bracket.

The nationalities and places of work of the consultants are not yet known at this stage but will be confirmed upon completion of the procurement process and recruitment of the two consultants.

Consultants are contracted using Fauna & Flora’s standard consultancy contract template, which states that the governing law and jurisdiction is England and Wales.

Table 2: Consultants contracted directly by Fauna & Flora

	Position	Place of work	Jurisdiction	Sex	Status
1	International Facilitator	TBC	England and Wales	TBC	To be contracted
2	Caribbean-based Facilitator	TBC	England and Wales	TBC	To be contracted

Characteristics of project workers

Fauna & Flora is an equal opportunity employer that values diversity in all forms. Fauna & Flora does not discriminate in any form, nor does it tolerate the practice of discrimination based on race, color, nationality, religion, gender, age, ethnicity, sexual orientation, marital status or disability. This applies in all spheres of the employment life cycle, as well as in engagement with interns and volunteers, and other internal and external stakeholders.

The 10 known direct workers currently comprise 2 men and 7 women. This ratio will change only slightly with the addition of one direct worker not yet recruited (Programme Officer, Learning and Partner Development). The 2 contracted consultants’ ratio is currently unknown, as the two roles are yet to be filled, and will be known when procurement and recruitment are complete. None of the direct or contracted workers are or will be, aged under 18 years. No one under this age will be hired to work on the sub-project, either as a direct worker or contracted worker (consultant).

Timing of Labor Requirements

The 9 known direct workers are all existing, full-time employees of Fauna & Flora, who will be assigned to work part-time on the sub-project; no new positions will be created, or staff recruited unless to fill vacant positions due to staff turnover. The 1 role to be recruited (Programme Officer, Learning and Partner Development) is an existing role that is currently unfilled, expected to work part-time on this sub-project, and is not a new role created for the sub-project.

Direct workers 1–10 in Table 1 (Fauna & Flora staff) will work on the sub-project from inception (01 June 2023) through to completion, (01 June 2025). The level of effort by direct workers will vary over the sub-project's lifetime and will correspond with the needs of the sub-project and its deliverables.

The 2 independent consultants will be engaged to support deliverables over the project cycle under Component 2. The international facilitator from February 2024 to June 2025 and the Caribbean-based facilitator from February to May 2024.

9. Assessment of key potential labor risks and mitigation measures

The sub-project aims to build the capacity of CSOs and conservationists working in the Caribbean Islands KBAs to strengthen the financial sustainability and organizational resilience of their organizations, including the exploration and development of ecotourism product offerings, and other sustainable finance options, as well as to build the capacity of Caribbean conservationists to fundraise successfully, to support the long-term sustainability of conservation interventions in the Caribbean.

Much of the sub-project work can be classified as knowledge work, requiring professional and administrative labor; activities will involve desk-based research, organization and coordination, as well as online, remote communications and support to beneficiaries, and finally in-person workshops and a 7-day exchange field trip to take place in the Caribbean. There will be no use of heavy machinery or hazardous materials and no conduct of hazardous work, such as working at heights or in confined spaces. The likelihood of incidents of child labor, forced labor, migrant or seasonal workers is minimally low to negligible, as is the risk of labor influx resulting from sub-project activities. Our sub-project Grievance Mechanism addresses the procedure for reporting any incidents of gender-based violence, per CEPF's requirements.

Most of the occupational health and safety risks for sub-project workers relate to in-country and international travel to deliver workshops, provide training and attend the 7-day ecotourism exchange trip, including risks associated with natural hazards, particularly hurricanes. These risks and associated mitigation measures are described below. At the time of writing, Covid-19 presents a minor, though continued, threat to all personnel, whether working in-country or during international travel, and so has also been included below. Although unlikely, there may be some risk of discrimination and/or harassment, including sexual harassment, in the workplace, on the grounds of gender, age, race or other protected characteristics. The main labor risks that may be associated with the sub-project are summarized in Table 3.

Table 3: Potential labor risks and mitigation measures

Risk description	Probability	Severity	Mitigation measure	Mitigation description
Accommodation providers use child or forced labor, or migrant or seasonal workers.	Low	High	Avoid	When booking accommodation for the workshops and exchange visit, we will speak to, for e.g., hotel management, to get assurances that they do not use such labor and that in the instance of seasonal workers, that such workers are being paid a living wage.
Travel health and safety risks for Fauna & Flora staff.	Medium	Medium	Avoid	<p>Fauna & Flora has a Travel Policy and Procedure, covering the following responsibilities:</p> <ol style="list-style-type: none"> 1. Ensuring that employees are not deployed to highly unstable or unpredictable environments without an appropriate risk assessment being undertaken. 2. Ensuring that employees are not obliged to travel to areas where they feel that the risk to their personal safety and security is unacceptable. 3. Ensuring that travelers are aware of, and have access to, reliable sources of advice and information on the health, safety & security risks involved in the travel they undertake on behalf of the organization. 4. Securing adequate and appropriate travel insurance cover against reasonable risks, and providing a 24-hour point of contact in emergencies. 5. Meeting the costs of all necessary and advisable immunizations/vaccinations, anti-malarial tablets, and other essential medical provisions for authorized overseas travel. 6. Ensuring that there is a system in place so that Fauna & Flora knows the location and contact details of travelers throughout the duration of any international trips they take. <p>All staff has access to the Solace Global Travel Risk Management Portal, which provides them with essential country information, contact numbers and alerts.</p> <p>If there is any sudden spike in instability that in very rare cases cannot be avoided, then a review will be carried out into whether sub-project activities that require travel need to be postponed, rescheduled, canceled, or replaced with remote/online alternatives.</p>

				Participants will be provided with key information such as local medical facilities, police stations, embassies, and so on, in case of an incident.
Travel health and safety risks for contracted facilitators.	Medium	Medium	Minimize	Fauna & Flora will provide non-Fauna & Flora participants and facilitators with country information and risks that they should be aware of before travel, such as safety protocols for people to adhere to while traveling. Non-Fauna & Flora participants will have an opportunity to feedback any questions or issues they may have. All non-Fauna & Flora participants will be requested to obtain their own travel insurance and venue insurance. Where Fauna & Flora is providing/paying for the transport overseas, we will ensure it is safe to travel.
Natural disaster: environmental (hurricane, flooding, drought) disrupts workshop delivery.	Low	High	Minimize	In-country activities (workshops and exchange visit) will be scheduled outside of the Caribbean’s peak hurricane season. Staff will adhere to the organization’s security policy as well as security protocols relating to natural hazards/disasters and emergencies. We will maintain close contact with project partners and RIT operating in countries where workshops and trips are due to take place, and have contingency and emergency planning in place should a significant environmental or political event occur. We will pay close attention to weather warnings and alerts, as well as gain real-time information from government and national media to ensure that effective decision-making can take place in regard to the safety of any trips. An earthquake protocol and contingency planning will be in place, as well as pre-trip planning and check-in procedures, to ensure the risk remains low for staff and beneficiaries. If a major event occurs, such as a natural disaster, we will follow national advisories and a project suspension plan will be followed. We will re-examine the schedule and scope of project deliverables, and explore alternative options for in-person delivery where possible, such as moving workshops online, should rescheduling in-person meetings not be feasible. We will resume operations only once it is safe and feasible to do so and in consultation with CEPF and all stakeholders.
Transmission of communicable diseases, such as Covid-19, to local stakeholders.	Medium	Medium	Avoid	At the time of writing, all four sub-project countries have deemed the risks from Covid-19 to be low enough to have lifted almost all restrictions that affect travel. However, Fauna & Flora recognizes that the appropriate measures may change unexpectedly at any time, and so will keep abreast

				<p>of national and international guidelines and regulations. Staff and participants will adhere to all national rules in place whilst in country. All staff and participants will be required to take covid tests before arrival to ensure no spreading of Covid-19 can occur during in-person sessions. A level of social distancing will also be in place during the sessions, and PPE and protective measures will be put in place to ensure the risk of infection is limited.</p> <p>Should an outbreak occur, national and international guidance will be followed, and the project suspension plan may be implemented. Protocols and risk assessments will be established to determine if there is a manageable risk profile to continue operations. Project deliverables will be re-examined, and rescheduled or adapted as appropriate, to prioritize the health and safety of staff, participants, and stakeholders. We will explore online alternatives to in-person meetings or reschedule meetings where possible. The project suspension plan will be implemented for Fauna & Flora staff and stakeholders in infected areas, and Fauna & Flora will coordinate with medical health NGOs for information and collaboration.</p>
Risk to CSO staff: Project team staff misuse the status/ power/ authority inferred through this project (for e.g., sexual exploitation, abuse and harassment).	Low	High	Mitigate	All staff is expected to adhere to the code of conduct to prevent any abuse of uneven power dynamics and have reporting processes in place for any breaches or concerns. Fauna & Flora has a mandatory Safeguarding Children and Vulnerable Adults Policy & Procedure, which requires all staff to complete safeguarding training. Adherence to the Safeguarding Policy and Procedure is passed down to contracted consultants through consultancy contract terms and conditions and Fauna & Flora/CSO partnership MoU terms and conditions. The sub-project will also apply the Grievance Mechanism developed in line with CEPF's requirements, including disseminating the Mechanism to all stakeholders, partners and beneficiaries of the sub-project activities.
Workshop venue health and safety risks.	Medium	Low	Avoid	A Venue Health and Safety Risk Assessment (see example attached) will be carried out for any training venue that will be used. The risk assessments will be used to select training venues as well as request possible changes/mitigation by the venue management to increase safety. Any

				possible risks and safety procedures will be communicated to all attendees, to increase risk awareness and help avoid health and safety issues. If the risks are deemed to be too high for the staff or participants then an alternative site will be selected. Venues will also have to provide insurance and liability coverage in case of accidents on site. Fauna & Flora's Health and Safety Policy (that applies to Fauna & Flora's employees and also those who come into contact with its activities) will be followed.
Safety risk of accommodation for staff and participants.	Medium	Low	Avoid	Accommodation will be assessed to ensure that it is safe and meets safety and security requirements, including lockable rooms, private washing facilities, and a phone line to ask for assistance in the event of any incidents. Copies of insurance will also be requested to ensure liability coverage in case of accidents.

10. Brief overview of legislation: terms and conditions:

Table 4 sets out the key aspects of national labor legislation in all sub-project countries, as recently identified by CANARI. Direct workers will be employed in the UK, Saint Lucia, Antigua, and possibly other sub-project countries (the Caribbean-based consultant, to be recruited). Direct workers will be paid on a monthly basis in compliance with national laws and labor management procedures. Statutory deductions from wages will comply with national laws; direct project workers will be informed of the conditions under which such deductions will be made.

Table 4: National labor legislation relevant to ESS2 in sub-project countries

Country	Law	Relevance to ESS2
Antigua and Barbuda	Disabilities and Equal Opportunities Act (2017)	Expounds the principles of equality and non-discrimination in relation to persons with disabilities.
Antigua and Barbuda	The Antigua and Barbuda Labour Code (1975; amended)	Brings together all major legislation applicable to employment standards and industrial relations. Prohibits the employment of children and young persons under the age of 16 years and places restrictions on the employment of young persons under the age of 18.
Saint Lucia	Labour Code of Saint Lucia (2006; amended)	Establishes fundamental principles of employment, including with regard to terms and conditions, occupational health and safety, equal opportunities and industrial relations. The code prohibits employment of children and young persons below the minimum school-leaving age.
Saint Lucia	Education Act (1999)	Sets the minimum school leaving age at 15.
Saint Lucia	Equality of Opportunity and Treatment in Employment and Occupation Act (2000)	Provides for protection against unlawful discrimination on grounds of race, sex, religion, color, ethnic origin, family responsibilities, pregnancy, marital status, or age, and places restrictions on work and employment of minors.
Saint Lucia	Minimum Wages Act (1999; amended)	Establishes process for setting minimum wages for workers in particular sectors or industries.
Saint Lucia	Employees (Occupational Health and Safety) Act (1985)	Covers all aspects of occupational health and safety, including providing for preventive health measures, protective devices and equipment.
St. Vincent and the Grenadines	Wages Councils Act (1953)	Provides for the establishment of wages councils and the making of wages regulations addressing <i>inter alia</i> minimum wage, hours of work, overtime, vacation and sick pay, maternity leave and health and safety.
St. Vincent and the Grenadines	Trade Unions Act (1950)	Provides for the establishment and regulation of trade unions.

Country	Law	Relevance to ESS2
St. Vincent and the Grenadines	Trade Disputes (Arbitration and Inquiry) Act (1940)	Provides for arbitration in industrial disputes.
St. Vincent and the Grenadines	Protection of Employment Act (2003)	Provides for maintenance of good relationships between employers and employees, and addresses matters of severance and settlement of disputes.
St. Vincent and the Grenadines	Equal Pay Act (1994)	Prohibits discrimination based on grounds of sex in respect of remuneration and other terms and conditions of employment.
St. Vincent and the Grenadines	Constitution of Saint Vincent and the Grenadines (1979)	Establishes right of protection from discrimination on grounds of sex, race, place of origin, political opinions, color or creed.
St. Vincent and the Grenadines	Employment of Women, Young Persons and Children Act (1935)	Establishes the legal age of a child as under 14 and prohibits employment of children in certain settings.
St. Vincent and the Grenadines	Environmental Health Services Act (1991)	Provides for the regulation of activities that may affect public health and the environment.
St. Vincent and the Grenadines	Factories Act (1955)	Provides for health, safety, welfare and special protective measures in certain workplace settings.

11. **Brief overview of legislation: occupational health and safety:**

Table 5 sets out the key aspects of national legislation relevant to occupational health and safety in the sub-project countries and their relevance to ESS2. A community health and safety plan has also been developed for the sub-project and will be implemented.

Table 5: National legislation relevant to occupational health and safety in sub-project countries

Country	Law	Relevance to ESS2
Antigua and Barbuda	Occupational Safety and Health Act (2013) The Antigua and Barbuda Labour Code (1975) (amendment 2019) Labour Commissioner Act (1967) (amendment 1989)	Legislative framework obligates the employer to ensure the safety and health of all employees and to mitigate risk of exposure to any hazards in the work environment.
Saint Lucia	Saint Lucia Labour Code (Amendment) 2011	Obligates the employer to ensure the safety and health of all employees and to mitigate risk of exposure to any hazards in the work environment
Saint Lucia	Employees (Occupational Health and Safety) Act 1985.	Covers all aspects of occupational health and safety, including preventive health measures, protective devices and equipment, medical examinations and the notification of employment injuries.
St. Vincent and the Grenadines	Occupational Safety and Health Bill (2017)	Promotes and develops OSH standards in the workplace.
Dominica	Employment Safety Act (No. 3 of 1982) Factory and Machinery Rules (S.R.O. 16/1944)	Comprehensive legislation establishing the basic rules for workplace safety and health, including factories (overcrowding, lighting, draining, ventilation, cleaning, supply of drinking water, first aid treatment, the provision of sanitary facilities for workers, etc.). The Employment Safety Act extends the system under which safety and health at work are safeguarded in such a way that every employee is covered by this protection, and provides for the appointment of safety officers.
UK	Health and Safety at Work Act (1974)	The main piece of legislation covering health and safety in the workplace, in the UK. It outlines the responsibilities of both the employer and employee in ensuring there is a safe working environment.

12. **Responsible staff:**

Responsible staff for management and supervision of activities related to the Labor Management Procedures are listed in Table 6.

Table 6: Responsible Staff, Fauna & Flora

Area	Function/individual
Engagement and management of direct workers	Fauna & Flora's HR Director Fauna & Flora's Director of Operations, Americas and Caribbean (for Caribbean employees) Fauna & Flora's Senior Conservation Director
Engagement and management of consultants	Fauna & Flora's Legal Advisor Fauna & Flora's Senior Conservation Director
Occupational health and safety	Fauna & Flora's HR Director
Training of workers	Fauna & Flora's Programme Manager, Professional Development Fauna & Flora's Programme Officer, Conservation Leadership Programme
Addressing worker grievances	Fauna & Flora's HR Director

13. **Policies and procedures:**

Fauna & Flora has the following relevant policies and procedures, which all employees are responsible for understanding and following:

- Anti-bribery
- Anti-bullying and Anti-harassment
- Anti-fraud & Financial Crime
- Conflict of Interest
- Consultancy
- Data Management & Retention
- Data Protection
- Due Diligence
- Email
- Environmental
- Equal Opportunities
- Grant-making
- Health & Safety (UK only)
- Procurement, Purchasing & Contracts
- Recruitment & Selection
- Safeguarding Children & Adults at Risk
- Travel
- Whistleblowing

These documents are shared with all direct workers through Fauna & Flora's intranet. Relevant provisions will be incorporated in the contracts that are signed with independent consultants.

Salary, working hours and benefits

Direct project workers are or will be, employed on a salary basis. Positions will be classified as salaried and will be either full-time or part-time. Direct project workers will be hired on either permanent or fixed-term contracts.

Fauna & Flora's UK standard work week is 37.5 hours, but this may vary depending on the jurisdiction where the staff is based. Time worked includes all time that an employee is required to be physically at work or performs work for Fauna & Flora. Fauna & Flora has a hybrid working policy that allows most employees to work from home and manage their working hours with minimal supervision.

Fauna & Flora provides annual leave, sick leave, parental leave, leave for public function (e.g., jury duty), compassionate leave and extended sick leave.

Fauna & Flora staff employed in the Caribbean standard work week is 40 hours. Fauna & Flora provides annual leave and other types of leave, e.g. certified sick leave, in accordance with the relevant national labor law.

14. Contracted workers:

As discussed above, it is anticipated that two contracted workers (consultants) will be engaged over the course of the project, contracted directly by Fauna & Flora, under a standard consultancy contract governed by and interpreted in accordance with the laws of England and Wales. Consultants are paid based on a daily rate or fixed fee for specific deliverables. They are considered independent service providers who are responsible for all forms of liability, health or accident insurance and payment of taxes. As such, neither Fauna & Flora, its agents, employees or partner organizations funders involved in supporting Fauna & Flora, is liable for any damages resulting from the contract or for the payment of taxes or fees that may be due to any government or authority. Consultants are responsible for taking out any appropriate insurance coverage.

All consultants must agree to comply with all applicable laws and will be required to comply with the relevant terms of the CEPF grant agreement, including acknowledging receipt of CI's Code of Ethics and certifying their agreement and compliance therewith. Consultants will therefore be aware of the existence of the Ethics Hotline, which they can use to raise grievances. Any grievances raised will be addressed through the process described in the sub-project Grievance Mechanism (see (16)) below). In addition, consultants are required to fully comply with Fauna & Flora's safeguarding, anti-bullying and anti-harassment and equal opportunities policies.

15. Community workers:

No community workers will be employed or engaged to work on the sub-project.

16. Workers Grievance Mechanism:

Scope: This grievance mechanism applies to the CEPF sub-project 113415, "Building Caribbean civil society capacity in delivering sustainable financial strategies," implemented by Fauna & Flora from 1st June 2023 to 1st June 2025.

Purpose: A grievance mechanism is a free, open, and accessible process to consider any complaint, comment, question, concern or suggestion related to the project, its implementation, and its impact raised by direct workers and contracted workers. It is designed to address all worker-related grievances. Fauna & Flora's Workers Grievance Mechanism is designed to allow concerns, problems or complaints to be raised and addressed as quickly and fairly as possible. The general principles underlying the Grievance Mechanism, are:

- to treat all workers fairly and reasonably;
- to deal with grievances consistently;
- to deal with grievances without unreasonable delay;
- to deal with all individuals and circumstances sensitively;
- to maintain objectivity at all times;
- to allow wherever possible for information to be kept confidential; and
- to deal with all grievances at the appropriate level of management.

Ineligible claims/complaints:

- Complaints with respect to actions or omissions that are the responsibility of parties other than Fauna & Flora or project partners under its authority.
- Complaints submitted:
 - After the date of official closure of the project; or
 - 18 months after the date of the official closure of the project in cases where the complaint addresses an impact resulting from project activities that was not, and reasonably could not have been, known prior to the date of official closure.
- Complaints that relate to the laws, policies, and regulations of the country, unless this directly relates to the entity's obligation to comply with Environmental & Social Management System (ESMS) principles, standards and procedures.
- Complaints that relate to non-worker-related matters, such as community or other stakeholder concerns. A separate Stakeholder Grievance Mechanism exists for stakeholders to raise concerns related to this sub-project (see 113415 Annex 12: Stakeholder Engagement Plan).
- Complaints submitted by the same claimant on matters they submitted to the grievance mechanism earlier, unless new evidence is provided.
- Complaints that relate to fraud or corruption or to the procurement of goods and services, because they fall under different mechanisms (see Fauna & Flora's Whistleblowing Policy & Procedure).

Worker notification: All direct and contracted workers will be made aware of the Workers Grievance Mechanism that is in place and what it consists of. Any worker reporting safeguarding concerns or complaints through formal whistleblowing channels (or if they request it) will be protected by Fauna & Flora's Whistleblowing Policy and Procedure. It is essential that confidentiality is maintained at all stages of reporting and response processes when dealing with complaints. Information relating to the concern of complaint and subsequent case management shall be shared on a need-to-know basis only and shall be kept secure at all times. Workers will be informed of the existence of the Workers Grievance Mechanism, and the measures put in place to protect them against any reprisal for its use, via the following methods:

- On signing of contracts and in written communication at the start of the project.
- All workers will be provided with Conservation International's (CI's) Code of Ethics, and will be

informed that any violations of the Code of Ethics should be reported to CI via its Ethics Hotline at www.ci.ethicspoint.com, as part of the above-mentioned methods.

Grievance Procedure:

1. Grievances can be made in person, by telephone call, or in writing via email or post. Grievances can be made anonymously.
2. Anonymous complaints will be considered, and claimant identities will be kept confidential when submitting a grievance.
3. Fauna & Flora's Head of Learning and Partner Development will be the point of contact for all grievances concerning this sub-project. Contact information, (email, phone number, and postal address), will be provided to workers as described above.
4. If the individual does not feel comfortable reporting to the Head of Learning and Partner Development, (for example, because that person is nonresponsive or implicated in the concern), then may report to Fauna & Flora's Director of Conservation Capacity and Leadership. Contact information, (email, phone number, and postal address), will be provided to workers as described above.
5. If the individual does not feel comfortable reporting to the Head of Learning and Partner Development or the Director of Conservation Capacity and Leadership, they may report to any member of Fauna & Flora's Senior Leadership Team. Contact information, (email, phone number, and postal address), will be provided to workers as detailed below.
6. Each grievance will be reviewed by the Fauna & Flora contact point (see (1) above) to determine its eligibility. If the complaint is not eligible, the contact point will inform the claimant stating the reason for ineligibility and this will be documented in the log book (Annex 1).
7. The grievance point of contact will categorize eligible grievances according to the issues raised and define an appropriate resolution route for each individual grievance. Grievances related to safeguarding issues will be dealt with through other mechanisms in place at Fauna & Flora, as detailed in the Safeguarding Children and Adults at Risk Policy and Procedure. Similarly, Fauna & Flora's Whistleblowing Policy and Procedure describes the mechanisms in place to protect whistleblowers' identities without fear of retaliation or retribution. Grievances that fall under the Anti-Bullying and Anti-Harassment Policy will be dealt with accordingly. Grievances related to project concerns will be dealt with through the Stakeholder Grievance Mechanism described in 113415 Annex 10: Stakeholder Engagement Plan. Grievances related to worker concerns will be dealt with as described by this Workers Grievance Mechanism.
8. All received grievances will be registered in the grievance log book (Annex 1). All grievances will be logged and acknowledged within a maximum of 10 days of being received. A resolution will be provided to the grievant within a maximum of 15 days after acknowledgment.
9. Fauna & Flora will retain records of any grievance raised. These records will include the nature of the grievance, what decision was made, what action was taken and why, details of any appeal and the appeal outcome. We will keep these records in accordance with data protection legislation, which requires the release of certain data to individuals on their request.
10. All grievances will be investigated fully and without unreasonable delay.

11. Details of the response provided and the claimant's acceptance or rejection of the proposed resolution will be documented in the follow-up actions of the grievance log book.
12. A grievance is considered closed when the claimant confirms they have accepted the resolution proposed, and are satisfied with its implementation. The status of the grievance will be recorded in the grievance log book.
13. All grievances — and a proposed response — will be shared with the CEPF Regional Implementation Team (email: caribbeanrit@canari.org) and the CEPF Grant Director within 15 days of the grievance being received. If the claimant is not satisfied following the response, they may submit the grievance via the CI Ethics Hotline (toll-free telephone line: +1-866-294-8674 / secure web portal: <https://secure.ethicspoint.com/domain/media/en/gui/10680/index.html>).
14. If the claimant is not satisfied with the response from the CEPF Executive Director, they may submit the grievance to the World Bank via the World Bank's Grievance Redress Service (GRS). This GRS should ideally only be accessed once this current sub-project "Building Caribbean civil society capacity in delivering sustainable financial strategies" grievance mechanism has first been utilized without an acceptable resolution. World Bank Procedures require the complainant to express their grievances in writing to the World Bank office in Washington DC by completing the bank's GRS complaint form, which can be found at the following link: <http://www.worldbank.org/en/projects-operations/products-and-services/grievance-redress-service#5>. Completed forms will be accepted by email, fax, letter, and by hand delivery to the GRS at the World Bank Headquarters in Washington or World Bank Country Offices.

Email: grievances@worldbank.org

Fax: +1-202-614-7313

By letter: The World Bank, Grievance Redress Service (GRS) MSN MC 10-1018 NW,
Washington, DC 20433, USA

15. During the Grievance Procedure, complainants will be:
 - given reasonable notice of any meeting;
 - given the right of accompaniment at any meeting by a work colleague, so long as the companion is not an individual whose presence may prejudice a meeting, or hearing, or who might have a conflict of interest; or certified trade union representative, where your grievance relates to a legal duty owed to you by Fauna & Flora;
 - notified of the grievance decision in writing with an explanation; and
 - given the right to appeal against a grievance decision.
16. Representatives from the HR Department may also attend any investigatory meeting, grievance meeting or grievance appeal hearing to provide legal and procedural advice and to keep a record of the proceedings.
17. Fauna & Flora will ensure the implementation of the procedures described here are in line with relevant, applicable national labor laws in each sub-project country.
18. Grievances should only be raised in good faith and where the complainant reasonably believes that any allegations and information are substantially true. Any grievances made in bad faith may result in disciplinary action.

Addressing Gender-Based Violence:

Fauna & Flora's Anti-Bullying & Anti-Harassment Policy and Equal Opportunities Policy set out a reporting mechanism similar to that of the Grievance Mechanism described above, with the addition of the conditions under which breaches of the policies would be dealt with in accordance with Fauna & Flora's Disciplinary Procedure.

Special provisions for grievances related to gender-based violence (GBV) are in place for this sub-project, due to the need for complaints to be handled by persons with specialist training. Fauna & Flora will seek CANARI's list of GBV service providers in each sub-project country and ensure workers and consultants have this information. Fauna & Flora does not employ a specialist on GBV, and survivors of GBV will be encouraged to contact the GBV service provider directly, if they wish.

The GBV survivor can also approach the World Bank directly, especially if the alleged perpetrator ends up being someone directly responsible for managing the GRM. The affected person can approach the Task Team Leader (TTL), the World Bank Caribbean country director, or any other World Bank staff within the task team with whom he/she feels comfortable sharing. The GBV service provider will inform the CEPF Secretariat, with the express consent of the survivor. Contact details will be provided to workers upon signing of contract or start of project, whichever occurs earlier.

Disclosure: CEPF requires that all direct and contracted workers be informed of the existence of the grievance mechanism and the measures put in place to protect them against any reprisal for its use, either at the time of recruitment or at the start of the sub-project, whichever is later. CEPF also requires that all direct, contracted and community workers be provided with Conservation International's (CI's) 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.

Annex 1: Grievance log book

This information will be held in an Excel file, accessible by the FFI Social Safeguards Team.

Date reported	Reporting format (in person, email, phone call, letter, other)	Name/s of complainants	Address/es of complainant/s	Contact information of the complainants	Grievances				
					Brief description of the complaint	Location and time of occurrence	Explanation of the complainants' claim	Follow up actions	Status (closed/open)

Fauna & Flora staff details			Reference Documents (letter, minutes of conversation, etc.)	To be filled in by Flagship Species Manager	
Who from FFI reviewed the complaint	Date that FFI staff reviewed the complaint	Date when FFI staff contacted the complainant for follow up		Description of the Code of Conduct policies and procedures that have not been complied with	Explanation of how the complainants' claim has arisen due to unforeseen circumstances