

ESS2 - Labour and Working Conditions



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

Labour Management Procedures (LMP)

January 9, 2024

CEPF Grant 114600

Jamaica Conservation and Development Trust

Improving Strategic Management of the Blue and John Crow Mountains National Park

Jamaica

Grant Summary

1. **Grantee organization: Jamaica Conservation and Development Trust**
2. **Grant title: Improving Strategic Management of the Blue and John Crow Mountains National Park**
3. **Grant number: 114600**
4. **Grant amount (US dollars): \$239,446.58**
5. **Proposed dates of grant: 1 April 2024 - 31 Mar 2027**
6. **Countries or territories where sub-project will be undertaken: Jamaica**
7. **Date of preparation of this document: January 9, 2024.**

Project Details

8. Summary of the sub-project:

This project is designed to address the need for enhanced management of the Blue and John Crow Mountains National Park to better secure the conservation of its unique forest and species. This will be addressed through 4 main components:

- 1) Updating the Blue and John Crow Mountains National Park Management Plan for improved biodiversity conservation activities.
- 2) Enhancing Biodiversity Monitoring and Research Capacity for Strategic Conservation Management at JCDT.
- 3) Institutional strengthening and capacity building of JCDT to improve programmatic monitoring and evaluation.
- 4) Implement conservation action plan for the Wild Pine Seargent (Jamaican Blackbird) in the Blue Mountains KBA.

9. Overview of labour use on the sub-project:

The project team will mostly comprise of existing JCDT staff and a few consultants. New staff will have to be hired for some positions.

Number of Project Workers:

The total number of workers to be employed on the sub-project is 14. This group is made up of: staff workers (11) and consultants (3).

The table below provides information on the workers to be employed on the project.

Table 9.1: Staff positions and status

Staff Positions	Type <i>(direct / contracted / community)</i>	Gender	Place of work <i>(remote / office / field)</i>	Status	
				<i>(full time / part-time)</i>	<i>(current staff / to be hired)</i>
Executive Director	Direct	Male	Office	Full time	Current staff
Projects Officer	Direct	Female	Office	Full time	Current staff
Executive Assistant	Direct	Female	Office	Full time	Current staff
Accounting and Administration Manager	Direct	Female	Office	Full time	Current staff
Accountant	Direct	Female	Office	Full time	Current staff
Chief of Corps and Operation	Direct	Male	Office/Field	Full time	Current staff
National Park Ranger	Direct	Male	Field	Full time	Current staff
National Park Ranger	Direct	Male	Field	Full time	Current staff

Contracted Workers:

All consultants will be engaged directly by JCDT under a service agreement governed by and interpreted in accordance with Jamaican law. Independent consultants are paid based on a daily rate or a fixed or flat fee, depending on the scope of work. They are considered independent service providers who are responsible for all forms of health or accident insurance and payment of taxes (except for the 3% withholding tax as required by GOJ). Therefore, neither JCDT, its agents, employees or partner institutions, nor any of the funding agencies involved in supporting JCDT, is liable for any damages resulting from the service agreement. Independent consultants are responsible for taking out any appropriate insurance coverage.

Beyond the contracting of specific service providers (food, rental of spaces for events and activities, the printing of graphic material and visibility elements, among others), so far no additional workers will be hired.

10. Legal and regulatory framework:

All staff (part time and full time) are engaged with a contract with job descriptions and payment schedules. These are in accordance with JCDT Human Resources Policy as well as Jamaican Law. All statutory deductions are made for employees and stated as such on payslips.

Table 10.1 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 10.1: Legal and institutional framework: Terms and conditions

Act	Description
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 of collective bargaining.
Labour Relations and Industrial Disputes Act (1975; amended)	Regulates relations between employers and workers, including procedures for 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.

Act	Description
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.

Table 10.2 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 10.2: Legal and institutional framework: Occupational Health and Safety

Act	Description
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 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.

11 Policies and procedures:

Each staff member will have a project contract to guide their engagement with JCDT. This will include salary, working hours, detailed job description to include activities, supervisor, deliverables as well as, summary code of conduct, vacation and any benefits that person is entitled to. Each staff member will be given monthly pay slips to show the calculations for employees’ statutory contributions as well as employers contribution paid on their behalf to the relevant agencies of the GOJ. During the implementation of the project, JCDT will hold staff sessions to discuss the project activities, deliverables and timelines as well as the project related requirements and other matters the team wish to discuss. The staff orientation session will provide staff with the requisite documentation needed. JCDT’s standard workweek is 40 hours. Time worked includes all time that an employee is required to be physically at work or performs work for JCDT. Time worked does not include rest breaks or 11 meal breaks. Work performed at different locations counts as work time.

However, employees are expected to take a maximum of 60 minutes for lunch in accordance with good industrial relations practice.

Benefits : Staff benefits vary depending on the role and responsibility.

12. Contracted workers:

Contracted workers: All consultants will be engaged directly by JCDT under a service agreement governed by and interpreted in accordance with Jamaican law. Independent consultants are paid based on a daily rate or a fixed or flat fee, depending on the scope of work. They are considered independent service providers who are responsible for all forms of health or accident insurance and payment of taxes (except for the 3% withholding tax as required by GOJ). Therefore, neither JCDT, its agents, employees or partner institutions, nor any of the funding agencies involved in supporting JCDT, is liable for any damages resulting from the service agreement. Independent consultants are responsible for taking out any appropriate insurance coverage. All independent consultants must agree to comply with all applicable laws in Jamaica. The service agreements will flow down relevant requirements of ESS2 in relation to management of labor issues, including occupational health and safety. Independent consultants will be required to acknowledge receipt of JCDT’s Code of Conduct and Conservation International’s Code of Conduct and certify their agreement and compliance therewith.

13. Community workers:

No community workers will be engaged in this project.

Mitigation of risks and impacts

14. Anticipated key potential labour risks:

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

Table 14.1: Anticipated key potential labour risks from the proposed project

Key labour risk	Description	Risk probability <i>(low / medium / high)</i>	Level of Risk <i>(low / medium / high)</i>
Hydrometeorological events (hurricanes, tropical storms) and other natural disasters, including earthquakes and volcanic eruptions	Over the life of the project, it is possible that the country could be severely impacted by a hydrometeorological event or other natural disasters. 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.	Medium	Low
Discrimination and/or harassment in the workplace	Workers on this project come from a diverse background of gender, race, religion, sexual orientation, etc. Therefore there is a possibility of unfair treatment in the form of discrimination on	Low	Medium

	the basis of these personal characteristics.		
Use of child labour	Use of persons under the age of 18 for labour under the project.	Low	High
Contraction/transmission of COVID-19	COVID-19 occurs globally and is more likely to be transmitted through any work involving large meetings. Project staff may travel to participate in the field work, as well as surveys.	Low	Low
Physical harm to workers from accidents (e.g., roadtraffic accidents), health emergencies (e.g., acute illness)	Movement by vehicle will be necessary to conduct several project activities. Field work may be conducted under this project and involves the possibility of vehicular accidents.	Medium	Medium

15. Mitigation measures:

The below table outlines the proposed mitigation measures for those risks identified in the section above.

Table 15.1: Mitigation measures for anticipated negative impacts

Key labour risk	Mitigation Measures	Responsibility
Hydrometeorological events (hurricanes, tropical storms) and other natural disasters, including earthquakes and volcanic eruptions	Weather will be monitored very carefully. If there is a threat of a hurricane field activities will not occur. Typically, sufficient advance notice for hurricanes are given and thus people have always been able to evacuate well in advance of a threatening situation. Emergency evacuation procedures will be announced where possible.	Chief of Corps and Operations
Discrimination and/or harassment in the workplace	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.	Executive Director
Use of child labour	No children will ever be involved in the work on this project.	Executive Director
Contraction/transmission of COVID-19	The guidelines of the Jamaican government on Covid-19 at the time of the fieldwork and other activities to be undertaken by workers will be followed.	Executive Director, Chief of corps and Operations.
Physical harm to workers from accidents (e.g., road traffic accidents), health emergencies (e.g., acute illness)	To minimize risk to communities, the vehicle to be used under the project will undergo routine maintenance. Authorized drivers of the vehicle will have the necessary licenses to operate the vehicle in question. All authorized drivers will be reminded of safe driving practices. workers will be licensed to	Chief of Corps and Operations

	<p>operate vehicles and any other motorized equipment and will be determined to be in good health prior to departure.</p> <p>Field workers will be provided with safety talks, personal protective equipment, and have access to first aid kits as needed.</p>	
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Implementation of the Plan

16. Responsible workers:

The below table identified those staff and project workers responsible for the implementation of the LMP.

Table 16.1: Responsible staff and workers for the implementation of the LMP

Position	Activities	Estimated time (%)
Executive Director	Engagement and management of project staff and contractors and general project oversight. Managing Grievances.	6%
Projects Officer	Management of contractors	4%
Accounting and Administration Manager	Occupational health and safety	1%
Chief of Corps and operations	Occupational health and safety	1%

17. Implementation schedule and cost estimates:

The below table outlines the anticipated schedule and budget for the implementation of the LMP.

Table 17.1: Implementation schedule and cost estimates

Activity	Estimated schedule	Estimated budget (USD\$)
Vehicle Maintenance	Quarterly	1500

Stakeholder engagement and feedback

18. Grievance mechanism:

The following is the Grievance Mechanism (GM) for the project to address concerns of JCDT project workers. Grievances that relate to external stakeholders will be handled by a separate mechanism which is included as part of the project’s Stakeholder Engagement Plan.

The key measures will be to explain the project to project workers, explain the existence of the GM and make available contact information of JCDT and the CEPF RIT. 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 Executive Director. 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	
Telephone	876-619-9807 Cell & Whatsapp: 876-357-9565
Email address	jamaicaconservation@gmail.com
Physical address	25 Eastwood Park Road

All grievances received by JCDT staff should be forwarded to the Executive Director within 24 hours of receipt.

2. *Acknowledgement:* All grievances will be acknowledged by telephone or in writing by the Executive Director 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 Executive Director 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.
3. *Record:* The grievance will be registered in JCDT's grievance file, including relevant documents.
4. *Notification:* Communication of the grievance as follows:
 - a. If it is concerning the project, communication to the Manager JCDT
 - b. Notification will also be made to the CEPF Regional Implementation Team (RIT) Manager within 15 days.
 - c. If it is concerning general JCDT operations/activity, communication to Executive Director.
5. *Assessment:* A decision is made on the nature of the investigation that will take place.
6. *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 Manager JCDT). 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.

7. *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
 - b. A resolution cannot be achieved, and the case is presented to the CEPF RIT for further input (second level of redress)

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

9. *Satisfaction:* If the complainant is not satisfied with JCDT's 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 Executive Director for the JCDT.

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	Grant Director for the Caribbean Islands Biodiversity Hotspot
Telephone	+1-703-341-2400
Email address	cepf@cepf.net
Physical address	Critical Ecosystem Partnership Fund, 2011 Crystal Drive, Suite 600, Arlington, VA 22202

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 Executive Director via the CI Ethics Hotline (telephone: +1-866-294-8674 / web portal: <https://secure.ethicspoint.com/domain/media/en/gui/10680/index.html>).

If the complainant does not accept the solution offered by the CEPF Executive Director, then the complaint is passed on to the fourth level. Alternatively, the complainant can access the fourth level at any point. It is expected that the complaint will be resolved at this level within 35 working days of receipt of the original complaint. However, if both parties agree that meaningful progress towards resolution is being made, the matter may be retained at this level for a maximum of 60 working days.

19. Addressing Gender-Based Violence:

The specific nature of sexual exploitation and abuse and of sexual harassment (SEA/SH) requires tailored measures for the reporting, and safe and ethical handling of such allegations. A survivor-centered 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 prioritized in any and all interactions.

The sub-grantee will specify an individual who will be responsible for dealing with any SEA/SH issues, should they arise. 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. A list of SEA/SH service providers is available at the RIT's page: [CEPF-II-GBV-Service-Providers-Jamaica2.pdf \(canari.org\)](#) and will be defined prior to the contracting of workers, will be kept available by the GBV trained individual, the Project Managers, Project Coordinators, and Social Specialists.

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 offense 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 organization offering specific services for SEA/SH survivors, such as health services, psychosocial support, shelter, legal aid, safety/security services, etc.

The survivor-centered 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-centered approach aims to create a supportive environment in which the survivor's interests are respected and prioritized, 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 as "High-profile grievances - that if not resolved promptly may represent significant risks to the environment or community".

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

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

ACTION 1: COMPLAINT INTAKE AND REFERRAL

If the survivor gives consent, the designated person responsible from the sub-grantee 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 sub-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 sub-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 for the sub-grantee needs to report the anonymized SEA/SH incident as soon as it becomes known, to the RIT Manager who will in turn inform the CEPF.

Complaint Forms and other detailed information should be filed in a safe location by the designated person responsible for the sub-grantee. Neither the designated person responsible for the sub-grantee nor the RIT Manager should seek additional information from the survivor.

¹ The survivor-centered 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 centered approach aims to create a supportive environment in which the survivor's interests are respected and prioritized, 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 incident reporting is not subject to survivors' consent but the designated person responsible from the sub-grantee 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 sub-grantee and RIT Manager; (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 sub-grantee and/or RIT Manager 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 sub-grantee should form a SEA/SH verification committee comprised by her/him, one member of the sub-grantee organization, one member of a local service provider and a representative of the contractor (if relevant). The designated person responsible from the sub-grantee 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 project², 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 from the sub-grantee or a contractor. The designated person responsible from the sub-grantee 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 labor 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 from the sub-grantee 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 from the sub-grantee does not conduct investigations, make any announcements, or judge the veracity of an allegation.

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 labor such as voluntary services or participation in project activities and processes (community workers).

Any cases of SEA/SH brought through the sub-grantee will be documented but remain closed/sealed to maintain the confidentiality of the survivor. This 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:

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 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.

Herewith, all persons are referred to as "**Grantee's Personnel**" and are subject to this Code of Conduct. This Code of Conduct identifies the behaviour that is required from all 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.

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 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 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 XXXX. 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 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 Grantee Personnel: [insert name]

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 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 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 Grantee Personnel rapes, or otherwise sexually assaults a member of the community.
- A Grantee Personnel denies a person access to any project Site unless he/she performs a sexual favour.
- A 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**

- Grantee Personnel comment on the appearance of another Grantee Personnel (either positive or negative) and sexual desirability.
- When a Grantee Personnel complains about comments made by another Grantee Personnel on his/her appearance, the other Grantee Personnel comment that he/she is “asking for it” because of how he/she dresses.
- Unwelcome touching of a 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.