

ESS2 - Labor and Working Conditions



CRITICAL ECOSYSTEM
PARTNERSHIP FUND



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

Labor Management Procedures Template (LMP)

May 2023

CEPF Sub-Grant 113724

Fitches Creek Residents Association Inc.

Building a Community Constituency for Conservation of Fitches Creek Bay and the North East Marine Management Area, Antigua and Barbuda

Antigua and Barbuda

Sub-Grant Summary

- 1. Sub-Grantee organization:** Fitches Creek Residents Association Inc. (FCRA)
- 2. Sub-project title:** Building a Community Constituency for Conservation of Fitches Creek Bay and the North East Marine Management Area, Antigua and Barbuda
- 3. Sub-Grant number:** 113724
- 4. Sub-Grant amount (USD\$):** \$48,940.00
- 5. Proposed dates of sub-grant:** 1 July 2023 – 30 June 2024
- 6. Countries where activities will be undertaken:** Antigua and Barbuda
- 7. Date of preparation of this document:** May 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. Project Components

The Northeast Marine Management Area (NEMMA), inclusive of Fitches Creek Bay, is a large multi-use protected area located on the Northeast Coast of Antigua. They are both critically significant for its importance to biodiversity conservation and the role it plays in the economic development of Antigua and Barbuda. On the other hand, the area is also under severe pressure from tourism interests, fishing operators and private developers. Habitat alterations, overcrowding, pollution and improper disposal of solid waste are just a few of the drivers that threaten to deteriorate the natural environment. This sub-grant aims to provide more baseline information for environmental protection and creates the opportunity to build community awareness, capacity, and behavioural changes using an evidence-based social and behavioural approach. Below outlines the sub-grant components:

Component 1: Community Action Plan and Information Dissemination

The sub-project will build a constituency of support to strengthen the NEMMA and Fitches Creek Bay through the development and implementation of a targeted communications plan and campaign specific to the context of local populations in this area. This effort will be done in collaboration with the Lutheran Church and the collaborative social accountability (CSA) team. Some of the communication will be anchored in the rapid feasibility study. The protected area will be assessed (rapid feasibility study) to create a rapid local ecosystem profile and develop a community action plan.

Component 2: Strengthened CSO Partnerships for Conservation

The sub-project will be anchored in GPSA collaborative social accountability (CSA) methods to strengthen protected area governance through our collaboration with other NEMMA community groups, government institutions that are part of management decision-making processes, the private sector, and other stakeholders. Our constituency of CSOs located in the NEMMA and Fitches Creek Bay will work with one another and in close coordination with IHO, the government, private landowners, and the private sector to co-create analyses of and solutions to conservation challenges in non-confrontational ways.

10. Overview of labour use on the sub-project

FCRA is a legally registered community group that operates through volunteers, i.e. there are no employed persons to the group. Under this sub-project, there will be no salaried positions. Instead, there are five anticipated contracted positions to carry our services related to project management, communications, conducting the feasibility study and the community training activities.

Number of Project Workers

The project will employ 5 workers from Antigua and Barbuda (See Table 10.1).

Table 10.1: Project worker positions and status

Staff Position	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>
Project Manager	Direct	TBD	Office and field	Part-time	To be hired
Communications Specialist	Direct	TBD	Office and field	Part-time	To be hired
Mangrove Specialist	Direct	Male	Field	Part-time	To be hired
Hydrologist	Direct	Male	Field	Part-time	To be hired
Bird Assessment Specialist	Direct	Female	Field	Part-time	To be hired
Accountant	Direct	TBD	Office	Part-time	To be hired

Characteristics of Project Workers

Workers under this project will be local (from Antigua and Barbuda). The gender ratio currently is approximately 33% women, but this may change throughout the life of the project. All workers are over 18 years of age.

Timing of Labor Requirements

Table 10.2 below outlines the anticipated timing of the labour requirements under this sub-project.

Table 10.2: Timing of labour requirements

Category of workers	2023			2024
	Q2	Q3	Q4	Q1
1. Direct workers	X	X	X	X
1.1 Staff	N/A	N/A	N/A	N/A

1.2 Volunteers and interns	N/A	N/A	N/A	N/A
2. Contracted workers	N/A	N/A	N/A	N/A
3 Community workers	N/A	N/A	N/A	N/A

Direct Workers

There are Six (6) anticipated sub-contracts expected under this project. The first will be an agreement made between the FCRA and an individual to act as the Project Manager. This individual will be selected based on a competitive process with clearly outlined Terms of Reference. The second sub-contract is with a communications specialist to develop and implement a communications plan targeted towards the ethos of the community located in this priority KBA. This individual will be selected based on a competitive process with clearly outlined Terms of Reference. An accountant will be contracted to undertake financial reporting activities and also to prepare the necessary financial and operation manuals for FCRA. A mangrove specialist will be engaged to conduct a mangrove assessment for the feasibility study and lead reforestation activities. A hydrologist will be engaged to develop the feasibility study, profile and plan. Lastly, a bird assessment specialist will offer in-kind bird assessment training for communities. The last three sub-contracts – mangrove specialist, hydrologist and bird assessment specialist – have all been identified and will be engaged through a sole source process. All sub-contract agreements will follow standard agreement formats including scope of work, deliverables and payment schedule.

Community Workers

There are no anticipated community workers for this project. There will be community engagement for workshops however no workers from communities will be paid for their services.

11. Assessment of key potential labor risks and risk mitigation measures

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

Table 11.1: Potential Labor Risks and Mitigation Measures

Key labor risks	Risk probability <i>(low / medium / high)</i>	Level of Risk <i>(low / medium / high)</i>	Description	Mitigation Measures
Physical harm from accidents (e.g., road traffic accidents), health emergencies (e.g., acute illness)	Medium	High	Travel within the community raises the possibility of accidents related to vehicles (crashes) as well as accidental injuries to their physical bodies. Field activities such as mangrove restoration, clean-up days, etc. potentially can see participating workers experience minor harm from the outdoors (e.g.,	Sub-contracted workers will be responsible for finding their own transportation to conduct their respective activities. Workers will be reminded of safe driving practices such as routine maintenance of vehicles, adequate licensing, speed limits, hazardous driving conditions, etc. Workers will have first aid supplies.

			sunburn, scratches, dehydration etc.)	
Hydrometeorological events (hurricanes, tropical storms) and other natural disasters, including earthquakes and volcanic eruptions	Medium	High	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.	Acknowledging the natural disaster risk, workers will maintain vigilance to all weather advisories and will conduct community activities in adherence to any natural disaster and emergency guidelines from the Government of Antigua. Workers will not undertake travel into the field under adverse weather conditions. Where possible, activities such as community engagement will occur outside of known hurricane season.
Discrimination and/or harassment in the workplace	Low	Medium	Unfair treatment in the form of discrimination on the basis of personal characteristics such as race, gender, religion, sexual orientation, etc.	Workers will be notified that everyone has the right to a safe working environment, and discrimination and/or harassment will not be tolerated. Any incidents will be addressed according to the grievance mechanism outlined in sections 18 and 19 which will be disseminated to all project workers.
Use of child labour	Low	High	Use of persons under the age of 18 for labour under the project	Workers will be notified that the use of child labor will not be tolerated. Any incidents will be addressed according to the grievance mechanism outlined in sections 18 and 19 which will be disseminated to all project workers, and a separate grievance mechanism disseminated to stakeholders.
Contraction/transmission of COVID-19	Medium	Low	COVID-19 occurs globally and can be more likely to be transmitted through any work involving large meetings (e.g.	Direct workers are vaccinated and will follow distancing and hygiene protocols as necessary. Workers will be provided with safety supplies (masks, sanitizer). Any national

			Component 2)	declarations or guidance given by the Government of Antigua and Barbuda will be adhered to.
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12. Brief overview of legislation: terms and conditions

Table 12.1 sets out the key aspects of national legislation relevant to terms and conditions of employment (e.g. wages, deductions, benefits, etc.) in Antigua and Barbuda 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 labor legislation relevant to ESS2 in Antigua and Barbuda

Act	Description
Antigua and Barbuda	
Disabilities and Equal Opportunities Act (2017)	Expounds the principles of equality and non-discrimination in relation to persons with disabilities.
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 employment of young persons under the age of 18.

13. Brief overview of legislation: occupational health and safety

Table 13.1 sets out the key aspects of national legislation relevant to occupational health and safety in Antigua and Barbuda and their relevance to ESS2. A community health and safety plan has also been developed for the project and will be implemented.

Table 13.1: National legislation relevant to occupational health and safety in Antigua and Barbuda

Act	Description
Antigua and Barbuda	
Environmental Protection and Management Act (2015)	Provides for measures for the control and mitigation of all forms of environmental degradation or pollution including the management of pesticides and other hazardous substances to protect human health and maintain the quality of the environment.
Labour Code for Occupational Health and Safety (D10-17) (2013) and the Occupational Safety and Health Act (2013)	Provides for preventative health measures, protective devices and equipment, medical examinations, notification of employment injuries and diseases, training, etc. This Act 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. The Labour Code for Safety stipulates that for the purpose of ensuring the safety of persons employed in or performing any duty in workplaces, safety provisions shall apply to every workplace.
Public Health Act (1957; amended)	Makes provisions for various matters relating to public health, including with regards to notification and control of infectious diseases.
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 employment of young persons under the age of 18.

14. Responsible staff

Responsible staff for management and supervision of activities related to the LMP are listed in Table 14.1.

Table 14.1: Responsible staff and workers for the implementation of the LMP

Position	Activities	Estimated time (%)
Project Manager	Ensuring that the LMP document and Grievance Mechanism are shared with all direct workers. Engagement and management of sub-contractors. Direct oversight over sub-contractor deliverables and activities. Procurement of all necessary supplies and equipment for the implementation of the LMP. First point of contact for the Grievance Mechanism.	5%

15. 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. Travel insurance for workers is covered by another project.

Table 15.1: Implementation schedule and cost estimates for the lifetime of the sub-project.

Item	Cost Estimate (USD)
Compensation of direct workers to implement the LMP (see Table 14.1)	\$550.00
Purchase of COVID-19 safety supplies (masks, hand sanitizer, rapid test results)	\$75.00
First aid kit for field work	\$135.00

16. Policies and procedures

FCRA currently does not have any written or established policies and procedures related to labour as membership is on a voluntary basis. The approach to policy and procedures will be guided by those used by the Regional Implementing Team.

17. Contracted workers

Workers who are employed in Antigua and Barbuda are done so in accordance with national labour and employment law.

18. Community workers

N/A

19. Grievance mechanism

The following is the GM for the project to address concerns of FCRA project workers. The GM will be made available to workers once the project starts. 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.

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 FCRA's 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 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	Project Manager
Telephone	268-732-1201
Email address	nemmafcra@gmail.com
Physical address	Chancellor Chambers, Island House, Newgate Street, St. John's, Antigua and Barbuda

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

Contact	
Position	Project Manager
Telephone	268-732-1201
Email address	nemmafcra@gmail.com
Physical address	Chancellor Chambers, Island House, Newgate Street, St. John's, Antigua and Barbuda

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

2. *Acknowledgement:* All grievances will be acknowledged by telephone or in writing by the 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.

3. *Record:* The grievance will be registered in FCRA’s grievance file, including relevant documents.
4. *Notification:* Communication of the grievance as follows:
 - a. If it is concerning the project, communication to the Project Manager FCRA
 - b. Notification will also be made to the CEPF Grant Director and Regional Implementation Team Manager within 15 days.
 - c. If it is concerning general FCRA operations/activity, communication to the Chairman.
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 Project Manager FCRA. 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
 - d. A resolution cannot be achieved, and the case is presented to the CEPF Grant Director or FCRA’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 FCRA’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 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

Contact	
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 the Minister of Labour and Social Security, telephone (268) 461 – 2807; email mpsl@ab.gov.ag.

If the complainant is still not satisfied, they have the option of submitting their grievance to the World Bank's Grievance Redress Service, but this should only be accessed after other GRM options have been exhausted by the claimant. The RIT and CEPF Secretariat will aim to resolve all grievances within 60 days of receipt.

The World Bank Grievance Redress Service (GRS)

The complainant has the option of approaching the World Bank, if they find the established GRM cannot resolve the issue. It must be noted that this GRS should ideally only be accessed once the project's grievance mechanism has first been utilized without an acceptable resolution. World Bank Procedures require the complainant to express their grievances in writing to 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

20. 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 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 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". A list of SEA/SH service providers is available at the RIT's page: <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-centered 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 organization 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, following steps will be taken once an

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.

incident occurs:

ACTION 1: COMPLAINT INTAKE AND REFERRAL

If the survivor gives consent, the designated person responsible from the 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 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 for the Grantee needs to report the anonymized SEA/SH incident as soon as it becomes known, to the Executive Director 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 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 from the 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 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 by her/him, one member of the Grantee organization, one member of a local service provider and a representative of the contractor (if relevant). The designated person responsible from the 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 Grantee or a contractor. The designated person responsible from the 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 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 Grantee 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**.

21. 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 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 labor 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: [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 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.