

**JAMAICA SOCIAL INVESTMENT FUND**

**ISO 14001:2015 CERTIFIED**

*Investing for Community Development*

**Kingston Waterfront Improvement (KiWI) Project**

**Labour Management Procedures**

**For the**

**JAMAICA SOCIAL INVESTMENT FUND (JSIF)**

**Reviewed and Updated**

**October 7, 2025**

# Table of Contents

Table of Contents.....	2
INTRODUCTION.....	4
1.1. Project Description.....	5
2. OVERVIEW OF LABOR USE IN THE PROJECT .....	7
2.1. Type of Workers .....	7
2.2. Characteristics of Project Workforce.....	12
2.3. Timing of Labour Requirements .....	13
2.4. Recruitment.....	14
2.5. Workplace Behaviour .....	16
2.6. Wages and Conditions of Work.....	16
2.7. Health Assessment .....	17
2.8. Workplace Adaptation.....	17
3. ASSESSMENT OF KEY POTENTIAL LABOUR RISKS.....	18
3.1. Labour Risks.....	18
3.2. Labour risks associated with local workers. ....	20
3.3. Labour risks associated with direct workers and contracted workers.....	21
3.4. Sexual exploitation and abuse and sexual harassment and child labour.....	21
4. BRIEF OVERVIEW OF LABOR LEGISLATION: TERMS AND CONDITIONS WITH GAP ANALYSIS - RELEVANT FOR SECTION 5 RELATED TO OHS.....	22
4.1. Wages and deductions .....	27
4.2. Working hours .....	28
4.3. Child Labour.....	30
4.4. Rest Breaks .....	30
4.5. Leaves .....	31
4.6. Flexible Work Arrangements.....	31
4.7. Workers Representation and Collective Bargaining.....	32
4.8. Labor disputes .....	32
4.9. Grievances .....	33
4.10. Termination of Employment .....	34
4.11. Holidays .....	34
4.12. Work Environment .....	35
4.13. Gap Analysis.....	35

5. BRIEF OVERVIEW OF LABOR LEGISLATION: OCCUPATIONAL HEALTH AND SAFETY (OHS).....	36
5.1.    Jamaica's Occupational Safety and Health Requirements .....	36
5.2.    The World Bank Environmental and Social Standards: ESS 2.....	39
6. RESPONSIBLE STAFF .....	41
7. POLICIES AND PROCEDURES .....	42
7.1.    Purpose of OHS Procedures .....	43
7.2.    Scope of OHS Procedures/Plan.....	43
7.3.    OHS procedures.....	43
7.4.    OHS Policy Dissemination and Awareness .....	45
8. CONTRACT MANAGEMENT.....	48
9. APPENDICES .....	49
APPENDIX 1: INCIDENT/ACCIDENT REPORTING.....	49
Appendix 1.1: .....	51
Appendix 1.2 .....	54
Appendix 1.3 Template for initial reports on SOGI related incidents.....	56
Appendix 1.4: Corrective Action Plan .....	60
APPENDIX 2: AGE VERIFICATION.....	2
Appendix 2.1: Estimating Age of Children .....	7
APPENDIX 3: JSIF GRIEVANCE MECHANISM .....	10
APPENDIX 4: GAP ANALYSIS ESS2 .....	11
Appendix 5.1: Primary supplier monitoring template .....	16
Appendix 6.1: CODE OF CONDUCT .....	17
Appendix 6.2: CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL .....	23

## INTRODUCTION

This document consists of the Labor Management Procedure (LMP) elaborated for the first Series of Projects (SOP) of the Kingston Waterfront Improvement Project (P179642.) The LMP also intends to apply to the subsequent phases of the project, as well as to other projects that the Jamaica Social Investment Fund (JSIF) may implement in the future. It is understood that this instrument may need to be adapted to fit the specific contexts of these future projects.

The Jamaica Social Investment Fund (JSIF) in compliance with World Bank project financing regulations, developed the Labour Management Procedures (LMP) for the Kingston Waterfront Improvement (KiWI) project. The World Bank has agreed to provide financing for the Project.

The LMP sets out the Project's approach to meeting national requirements as well as the objectives of the Bank's Environmental and Social Framework (ESF), specifically objectives of Environmental and Social Standard 2: Labour and Working Conditions (ESS2). The ESF instruments prepared for the project identified key risks and impact associated with project implementation, specifically related to workers' health and safety, and its risks and labour impacts. This LMP has a Grievance Mechanism (GM) for Project workers to accompany the implementation. The document is "live" and will be reviewed and updated throughout development and implementation of the project.

The LMP is applicable to all project workers with the following objectives:

- to promote safety and health at work.
- to promote fair and equitable labour practices for fair treatment, non-discrimination and equal opportunity of workers engaged under all components of the project.
- to protect all categories of project workers, including vulnerable workers such as women.
- to prevent the use of all forms of forced and child labour.
- to protect project workers' rights and ensure the management and control of activities that may pose labour related risks; and

- to provide project workers with accessible means to raise workplace concerns.

The LMP assesses potential labour risks and impacts and describes how they will be mitigated. The LMP will help in addressing the following risks: i) Health screening and monitoring where appropriate, ii) Protective measures for hazardous conditions or substances, iii) Workers training, iv) Accident and incident monitoring procedures, v) Emergency response procedures vi) Remedies for adverse environmental or social impacts, vii) Terms and conditions of employment such as rights to regular payment, hours of work, overtime, adequate rest, benefits such as annual, sick, maternity, and family leave and timely notice of termination, viii) Non-discrimination and equal opportunity; provisions for all aspects of employment and including measures to prevent and address harassment, intimidation and or exploitation, ix) Prohibitions against child labour and forced labour; and x) Access to grievance mechanisms specifically for direct and contracted labour.

## 1.1. Project Description

The World Bank is providing support to the Government of Jamaica in preparing the Kingston Waterfront Improvement (KiWI) project. The project development objective is to develop high-quality designs for the improved waterfront area, expand economic development opportunities, and enhance the institutional capacity to enable future private sector-led redevelopment. **The PDO for the overarching SOP** is to improve the livability, economic inclusion, and the enabling environment for private sector participation in the sustainable development of Downtown Kingston.

The proposed SOP is designed to set in motion an urban regeneration process that will maximize benefits for residents and businesses and serve poor communities in Downtown Kingston. The design (SOP 1) and construction (SOP 2) of an iconic waterfront park and public space in Downtown Kingston will generate numerous benefits for local communities, including health, environmental and social benefits, and create a new destination for the city of Kingston that will draw local and international tourists. To ensure that the benefits derived from this investment serve the poor communities in Downtown Kingston, activities under Component 2 are specifically designed to create the conditions for existing local vendors and businesses in the area to take advantage of the new economic opportunities generated by the redevelopment and maximize economic spillovers in surrounding neighborhoods and communities. Finally,

institutional strengthening activities under Component 3 will include targeted policy advice to improve the lives of low-income residents, including more job opportunities and improved access to services and amenities, through private sector investment. Upon the request of the Government, SOP 1 will support the development of the conceptual and detailed designs of the waterfront park and public space in Downtown Kingston, while SOP 2 will finance the construction of the waterfront redevelopment upon Government approval of the final design. SOP 2 will be conditioned on the approval of the waterfront park detailed design by the Jamaican Public Investment Management Committee. To ensure sustainability, activities under Component 2 and Component 3 will continue into SOP 2.

**The proposed project comprises three (3) components, which complement each other to achieve the PDO.**

**Component 1** is aimed at developing designs for a green, resilient, and inclusive Kingston waterfront. This component will finance the design of a linear, multi-use park along Downtown Kingston's waterfront between Port Authority to the west and where Gold Street meets Port Royal Street. Specifically, this component will finance:

- Development of the conceptual and detailed design of the park
- Technical assistance to support the preparation of the ESIA and other required E&S risk management instruments

**Component 2** is aimed at urban upgrading and economic development in Downtown Kingston. This component will finance three sub-components:

**Subcomponent 2.1:** Designs for basic urban infrastructure upgrading. This subcomponent will finance:

- The design of small-scale infrastructure works and urban upgrading in the commercial district, bordering the Kingston waterfront.

**Subcomponent 2.2:** Fostering economic development in Downtown Kingston. Business support activities financed under this subcomponent will include:

- Skills and knowledge transfer programs, including training in the following areas: business plan development, operations, accounting, marketing, human resources, finance and cost-saving through increasing energy-efficiency of operations; and

- In-kind support in the form of equipment, including energy-efficient upgrade of appliances.

**Subcomponent 2.3.** Community outreach, activation, and inclusion. This subcomponent will finance deep community engagement throughout SOP 1 and SOP 2.

**Component 3:** Enhance the institutional capacity to enable future private sector-led redevelopment. This component will finance technical assistance (TA) to relevant government agencies to help attract private investors to develop blighted and underutilized sites within and adjacent to the waterfront.

## 2. OVERVIEW OF LABOR USE IN THE PROJECT

### 2.1. Type of Workers

ESS 2 categorizes the workers into **direct workers, contracted workers, community workers, and primary supply workers**. The project is anticipated to involve direct, contracted, and community workers. While primary supplier workers are not expected to be part of the current SOP1, they may be included in SOP2. The definition of each type of worker is outlined in **Table 1** below. Further information on the classification, number and characteristics of workers can be found in subsequent sections of this LMP.

**Table 1:** Classification of Workers

Worker Classification	ESS 2 Definition
Direct Worker	People employed or engaged directly by the Borrower (including the project proponent and the project implementing agencies) to work specifically in relation to the project.
Contracted Worker	People employed or engaged through third parties to perform work related to core functions of the project, regardless of

	<p>location. Third parties may include contractors, subcontractors, brokers, agent intermediaries.</p>
Primary Supply Workers	<p>People employed or engaged by the Borrower's primary suppliers. Primary suppliers' are those suppliers who, on an ongoing basis, provide directly to the project goods or materials essential for the core functions of the project</p>
Community Workers	<p>People employed or engaged in providing community labour, for example as a contribution to the project, or where project is designed and conducted for the purpose of fostering community-driven development, etc.</p> <p>The project may engage approximately six (6) community workers. Some of the activities for which the community workers will be employed are as follows:</p> <p><b>Community Mobilization and Awareness</b> including educating community members about the project and its benefits; disseminating information on project activities, timelines, and potential impacts; and facilitating community participation and feedback in project design and implementation.</p> <p><b>Monitoring and Feedback Collection</b> including collecting data on community responses, environmental and social impacts; reporting safety, labor, or ethical</p>

	<p>concerns to relevant project authorities; and identifying local issues and relaying grievances through designated channels. These workers may also be involved in <b>Health and Safety Promotion</b> by applying basic occupational health and safety (OHS) standards on the projects.</p>
<p>Where government civil servants are working in connection with the project, whether full-time or part-time, they will remain subject to the terms and conditions of their existing public sector employment agreement or arrangement, unless there has been an effective legal transfer of their employment or engagement to the project. Such transfer will be conducted in accordance with all legal requirements and transferred workers will be subject to all requirements of this LMP consistent with ESS2.</p> <p>Except for the provisions outlined in paragraphs 17 to 20 (Protecting the Workforce) and paragraphs 24 to 30 (Occupational Health and Safety) of ESS2, the remaining aspects of the Environmental and Social Standard 2 (ESS2), and of the Labor Management Procedures (LMP) will not be applicable to government civil servants</p>	

**2.1.1. *Direct workers.*** The project will be implemented by the Project Implementation Unit (PIU), which will be established for the management of the project daily and play a linkage role between JSIF and World Bank. Direct workers will comprise mainly technical consultants employed part-time by the PIU under the project. The government employees will be governed by applicable civil servant codes and regulations. The consultants will be managed through mutually agreed contracts.

**2.1.2. *Contracted Workers.*** Contracted workers will be employed as deemed appropriate by contractors, sub-contractors, and other intermediaries, details of which

will be known as and when activities' implementation begins. The project will support services, such as design of civil infrastructure; training and capacity building; community engagement; updating and streamlining development plans and regulations; and civil works. Thus, contracted workers are expected to be employees of consultants providing technical assistance services and contractors performing civil works activities.

**2.1.3. Primary Suppliers.** Civil work under the Project (SOP 2) may require primary supplies including construction and raw material essential for the functions of the proposed infrastructure. Where the contractor will source (a) essential materials (b) directly from primary suppliers (c) on an ongoing basis, the workers engaged by such primary suppliers (that meet all three criteria (a) to (c)) are deemed "primary supply workers", as defined in ESS2, and for which the Contractor will identify, and manage potential risks of child labor, forced labor and serious safety issues which may arise in relation to primary suppliers.

**To address these potential risks, the following measures will be taken:**

Selection of primary suppliers. When sourcing construction materials from primary suppliers, a risk assessment/screening will be conducted to identify the risk of child labour/force labour and serious safety risks – See appendix 5. The PIU and the construction and supervision consultants will review and approve the purchase of primary supplies from the suppliers following such risk identification/assessment and any other relevant due diligence (such as the review of license for quarries). Where appropriate, the contractor will be required to include specific requirements on child labour/forced labour and work safety issues in all purchase orders and contracts with primary suppliers.

In instances where primary suppliers would be engaged, the PIU will carry out due diligence procedures to identify if there are significant risks that the suppliers are exploiting children or forced labour or exposing a worker to serious safety issues. If there are any risks related to child and forced labor, and safety identified, JSIF will implement the appropriate procedures to address these risks. These may include signed verification by the supplier on adherence to national law, good environmental (sanitary, health, etc.) practices, no involvement of child or forced labor as well as visits to the supplier premises. Such mitigation measures will be monitored periodically to ascertain their effectiveness. Where the mitigation measures are found to be ineffective, the PIU and the construction and supervision consultants will, within reasonable period, shift the

project's primary suppliers to suppliers that can demonstrate that they are meeting the relevant requirements. A Primary supplier monitoring template is provided in Appendix 5.1.

**2.1.4. Community Workers.** The implementation of some activities under component 2 may be implemented through community-based contracting where a financing agreement/contract is established with an NGO or community-based organization to play a role like a traditional contractor. The exact number of community workers to be employed is currently unknown. However, updates will be provided in the ESCP reports as soon as this information becomes available.

For any work involving community workers, the Project will ensure compliance with good working conditions (paragraphs 9 – 15) and occupational health and safety practices (paragraphs 24 -30) of ESS2. Prior to engaging community workers, the Project will verify and document the following:

- **Voluntary Basis Verification:** Confirm that community labor is provided voluntarily because of individual or community agreement. Additionally, verify the age of community workers to ensure compliance with the age verification requirements outlined in this Labor Management Procedure (LMP).
- **Working Conditions and Safety:** Assess and implement the requirements related to working conditions and occupational health and safety, ensuring they are appropriate to the context of community labor.
- **Clear Terms and Conditions:** Clearly define the terms and conditions for engaging community labor in specific works, including payment methods and work schedules.
- **Grievance Mechanism:** Establish a mechanism for community workers to raise grievances related to the project.
- **Risk Assessment:** Evaluate potential risks of child labor or forced labor within community labor and establish roles and responsibilities for monitoring these risks.
- **Training and Monitoring:** Provide adequate training tailored to the specific needs and risks of the project for community workers and establish a system for monitoring their performance and well-being.

**Table 2:** Number and characteristics of workers required.

Type of Workers	No. of Workers	No. of Local Workers	No. of Foreign Workers	No. of Female Workers	Time Labour Needed	Type of Job/Skill
PIU Staff	15	TBD	None	TBD	December 2025	Project Manager; Technical Staff (Procurement Officer, E&S Specialist; M&E Specialist, Procurement Specialist; FinMan Specialist; Support Staff; (Administrative, Procurement and Financial Assistants)
Consultant's Staff	12	TBD	TBD	TBD	March 2026	Technical Staff: Project Manager (Resident Engineer), Engineers, quantity surveyors
Contractor's Staff	30	TBD	None	TBD	TBD	Skilled/Unskilled Labour and Technicians/Engineers

## 2.2. Characteristics of Project Workforce

To initiate project implementation, the KiWI PIU will comprise at the minimum six (6) specialists (i. a project manager, (ii) an environmental safeguards specialist, (iii) a social safeguards specialist, (iv) a financial management specialist, (v) an accountant, and (vi) a procurement specialist). Once the project is effective, an M&E specialist will also join the PIU. The plan is also to contract technical experts to support strengthening of the operational activities and to carry out specialized training and capacity building activities. We anticipate that project workers will be local and approximately 30% females. Jamaica's Child Care and Protection Act (2004) sets the conditions for the employment of children. Under the Act, children fifteen (15) years old and above are allowed to be formally employed, under special conditions. Any employment of children on the Project will be consistent with requirement of this Act and other applicable law(s).

Measures will be put in place to monitor and safeguard against the use of child labour by Project contractors and suppliers.

It is not likely that any migrant workers<sup>1</sup> will be engaged under this Project. This is to be distinguished from technical specialists with international backgrounds. However, safeguards monitoring and reporting measures will be taken to ensure its documentation, in case it occurs.

### 2.3. Timing of Labour Requirements

Table 3 shows the timing and sequence of labour requirements in terms of numbers, locations, types of jobs and skills required.

**Table 3** Timing and Sequence of Labour Requirements

Activities	Schedule	Workforce engaged
Design of the Park	TBD	Consultant and contracted workers
Design of basic urban infrastructure	TBD	Consultant/contracted workers
Stakeholder engagement	Throughout the duration of the project	PIU/ direct workers
Comprehensive mapping and business needs assessment	TBD	Consultant/ contracted workers.
Procurement of equipment	TBD	PIU/ direct workers

---

<sup>1</sup> 'Migrant workers' are workers who have migrated from one country to another or from one part of the country to another for purposes of employment.

Training and capacity building	TBD	Consultant /direct
Construction of basic urban infrastructure	TBD	Contracted workers, community workers /
Construction of the park	TBD	Contracted workers, community workers

The direct workers (PIU staff) will be required full- or part- time and around the year for the project duration. Some staff will join PIU during project implementation. Technical experts/consultants will be hired on a need basis throughout the project period. Timing for involvement of contracted workers will be known at later stages depending on the activities being implemented.

The project will also employ a participatory approach involving a Steering Committee comprising both public and possible private stakeholders that will help to guide and monitor the progress of the project.

#### **2.4. Recruitment**

The JSIF will recruit direct workers for the project based on the Government of Jamaica guidelines. Available positions will be advertised in the national newspaper. Interested people are required to complete an application for the position. Job advertisements, job descriptions and applications will not refer to applicants' race, gender, religion and nationality, etc. unless some legal exceptions apply. Candidates will be shortlisted based on qualification and experience after which they will be put through an interview process. The candidate that demonstrates the best fit for the position will be selected based on the requirements of the position and not on personal characteristics unrelated to the job.

Third parties will be contracted in accordance with the Government of Jamaica Procurement Procedures and Funders requirements to ensure legitimacy and transparency. The JSIF will verify that third parties has established management

procedures that are consistent with national labour laws. The JSIF will legally bind contractors to the requirements of ESS2 and national labour laws through contractual arrangements. The third parties' contract will include the necessary labour and working condition requirements.

While the JSIF will not compel the contractor to employ local workers, the JSIF will help to facilitate the process. The process starts with a project information meeting (PIM) through which all stakeholders, including the community, consultant, contractor and other interested parties are invited to participate. The JSIF will present the scope of work and design of the project, potential environmental and social risks, risk reduction and mitigation measures, agreed community contribution, lines of communication, Do's and Don'ts, employment and grievance redress mechanism, *inter alia* to the community.

The contractor is allowed to bring his/her skilled workers from outside of the community if necessary; however, to avoid potential conflicts, provide a social safety net for the community and to foster community driven development, the JSIF encourages the contractor to employ as many local workers as possible.

In the case of Community Workers, the community will select a works coordinator(s) at the project information meeting (PIM). The works coordinator(s) will collect the information of all people that are interested in collaborating on the project and develop skills. The contractor and the community development committee (CDC) will agree on the labour rates for each skill set which must be consistent with industry standards and national labour laws. The CDC and the contractor also decides on the period or frequency of payment. The contractor will request the labour requirements for the project at any period during project implementation. The Consultant will request that the works coordinator consult with the CDC to select the community workers to be engaged. Contractors, Consultants and the CDCs will receive training on labour laws and the requirements of the ESSs including ESS2 to increase awareness and to provide guidance in the selection of workers.

All categories of workers must present a form of national identification (ID) and Tax Registration Number (TRN) to be employed on projects that will be implemented through the traditional approach.

## **2.5. Workplace Behaviour**

The JSIF will adopt a zero-tolerance policy to discrimination, inequitable treatment, worker harassment (including sexual harassment) and bullying in the workplace. The policies governing direct workers is outlined in the JSIF staff handbook and is consistent with national laws. These policies are administered by JSIF's Human Resources (HR) Department.

Where there is a reported breach of the above, the HR Department will investigate as per protocol. If a violation is determined to occur, HR will take punitive actions as necessary.

The JSIF will ensure that the code of conduct (CoC) for the PIU of the Project (see Appendix 6.1) and the Code of Conduct for Contractors (See appendix 6.2) including GBV prevention requirements forms part of all works and consultancy contracts. Workers will be sensitized about the requirements of the CoC and will be required to sign and retain a copy of the document for reference. The JSIF and/or the contractor/consultant will also retain a copy of the document signed by the worker on file. The contractor and consultants will be responsible for managing the behaviour of their workers.

## **2.6. Wages and Conditions of Work**

The JSIF will ensure that decisions on working conditions, pay, benefits, training, promotion, termination, redundancy are not made based on discriminatory grounds or on the basis of criteria which disproportionately impact one group more than another. Women and men will be paid the same wages for work of the same value. In other words, remuneration is based on the employee's skills, experience, responsibilities and other objective, non-gender- related factors which is guided by the GOJ salary scale.

All JSIF workers receive a contract that outlines the terms and conditions of the employment. Outside of specific responsibilities associated with a worker's job title, the terms and conditions of employment for all employees is similar. Workers with similar responsibilities are required to work under similar conditions irrespective of differences in personal characteristics.

The JSIF has an established training policy procedure for building staff capacity. All staff have access to both internal and external training. There are mandatory training for all staff as well as specialized training in the staff area of expertise. These training courses are usually coordinated by HR and/or the Department Manager as well as the

project manager. The JSIF also allows staff to identify their own training needs and allowances are made for these training. The HR Department maintains a record of all staff training.

Staff promotion is based on performance. All staff are required to complete an annual performance evaluation with their managers. During this appraisal, both parties agreed on a set of performance objectives and targets. The consistent achievement of these targets as well as other performance indicators guides increase in salary and promotion. The benefits afforded to workers by JSIF are statutory and therefore all workers will receive the applicable benefits afforded by law. Conditions for termination of contracts are outlined in the employment agreement.

The JSIF will review applicable third parties' policy to ensure that it is aligned with the law. The consultants with the support of CDCs and other stakeholders will be responsible for ensuring that due process is followed. Where there are breaches of contract the CDC or the worker is required to report the information to JSIF.

## **2.7. Health Assessment**

It is strictly prohibited to ask job applicants or workers about or to undertake health or pregnancy tests (except as strictly required by health and safety laws) or be asked directly or indirectly about HIV/AIDS status. Therefore, the JSIF will develop a protocol for conducting interviews and sensitize interviewers to these procedures. The JSIF will influence contractors to follow similar guidelines.

## **2.8. Workplace Adaptation**

The JSIF will make necessary adaptations to the workplace to accommodate the needs of disabled workers and take steps to enable workers with disabilities to retain their work, *unless this imposes a disproportionate to the organization*. In particular, where the organization may need to relocate, the needs of disabled workers – including access and basic facilities – should be anticipated and accommodated. Any specific and additional requirements on workplace adaptation for disabled workers contained in national law will be adopted. Reasonable accommodation will be provided for pregnant women where necessary.

### 3. ASSESSMENT OF KEY POTENTIAL LABOUR RISKS

#### 3.1. Labour Risks

The key labor risks of the Project are summarized in the table below. The Project will continuously monitor its implementation to detect any emerging new risks. If new risks are identified, the table below will be updated, and corresponding mitigation measures will be implemented. Should substantive new labor risks emerge, the Labor Management Plan (LMP) may be updated by JSIF/UDC, subject to the Bank's satisfaction, and will be immediately re-disclosed.

#### Key Labor Risks, Mitigation Measures, Responsible Parties, and Relevant Phases of the Project

**Table 4: Labour Risk Management**

Activities	Risk	Description	Mitigation Measures	Responsible Party	Relevant Phase
	Lack of awareness of occupational health and safety requirements	Use of personal protective equipment (PPE) and safe workplace practices	Provide training on OHS requirements, ensure availability and use of PPE, conduct regular safety audits	Contractors and Subcontractors	SOP2
Excavation and trenching	Conduct of hazardous work	Use of heavy machinery and hazardous materials, resulting in air emissions, dust, noise, vibration, fumes, slip, trip, and fall hazards, confined space hazards	Implement safety protocols, provide training on handling hazardous materials, use dust suppression techniques, ensure proper lighting and housekeeping, conduct regular safety inspections	Contractors and Subcontractors	SOP2
Construction of coastal protection	Possible drowning risk	Working close to water	Implement water safety protocols, provide life jackets, ensure	Contractors and Subcontractors	SOP2

Activities	Risk	Description	Mitigation Measures	Responsible Party	Relevant Phase
			supervision and training on water safety		
Movement of material and waste	Possible accidents	Use of rotating and moving equipment	Provide training on equipment use, implement safety protocols, ensure proper maintenance of equipment	Contractors and Subcontractors	SOP2
Installation of electrical power supply system e.g. solar energy; and lighting systems.	Electrical safety	Use of faulty electrical devices such as cable plugs, cords, and hand tools	Conduct regular inspections of electrical devices, provide training on electrical safety, ensure proper maintenance and use of certified equipment	Contractors and Subcontractors	SOP2
Project design and general construction activities	Harassment and discrimination in the workplace	Practice of harassment and discrimination among workers	Provide training on workplace conduct, establish reporting and grievance mechanisms, ensure strict enforcement of policies	JSIF/UDC/ Contractors and Subcontractors	SOP 1, and SOP 2
Project design and general construction activities	Sexual exploitation and abuse and sexual harassment (SEA/SH)	Presence of workers in areas near sensitive social installations and areas with heavy pedestrian movement, including women, which	Implement a code of conduct (CoC) including GBV issues, provide training on SEA/SH, establish reporting mechanisms, ensure strict enforcement of CoC	JSIF/UDC, Contractors, and Subcontractors	SOP1 and SOP2

Activities	Risk	Description	Mitigation Measures	Responsible Party	Relevant Phase
		increases the risk of Sexual Exploitation and Abuse and Sexual Harassment (SEA/SH)			
Construction activities	Child labor	Low risk due to strong enforcement of school attendance and JSIF's adherence to Jamaica's Labour Code	Ensure strict adherence to national labor laws, conduct regular inspections, provide training on child labor laws	JSIF/UDC, Contractors, and Subcontractors	SOP1 and SOP2

3

### 3.2. Labour risks associated with local workers.

Considering the magnitude of the project, especially SOP2, the occupational health and safety (OHS) risks are perceived to be high. The project will include heavy construction activities and located in the busy business district of Downtown Kingston. This reality exposes local workers, particularly those of less experience, to significant OHS risks. These labour management procedures, including procedures to establish and maintain a safe working environment as per requirements of ESS2, is designed to protect each worker and will be followed. All worker activities proposed under the project should be screened and monitored adequately.

Majority of the labour risks, especially where construction is concerned, will be associated with SOP2. A lot of these work activities will be carried out by local workers. The key labour risks that may be associated with the project activities could include:

- Lack of awareness of occupational health and safety requirements such as the use of personal protective equipment (PPE) and safe workplace practices.
- The conduct of hazardous work, such as use of heavy machinery and hazardous materials, resulting in:
  - i. air emissions from vehicle exhaust and machinery operations

- ii. dust from excavation and material hauling
- iii. noise and vibration from construction activities and
- iv. fumes from hazardous materials
- v. slip, trip, and fall hazards from poor lighting, poor housekeeping, and uneven surface.
- vi. Confined space hazards due to trenching and excavations.
- Possible accidents due to the use of rotating and moving equipment; and
- Electrical safety due to the use of faulty electrical devices such as cable plugs, cords, and hand tools.
- Possible drowning risk from working close to water.

In the event of an accident or incident at the project site, established accident and incident procedures must be adhered to by the Contractor and PIU. The accident and incident procedures are annexed to this document. (See Appendix 1)

### **3.3. Labour risks associated with direct workers and contracted workers.**

In general, the labour risks associated with direct workers are considered relatively low. The JSIF will put the necessary controls in place including provision of appropriate training to ensure that PIU workers are compliant with the necessary labour and employment policies and controls in the country. These individuals are expected to have high awareness of national labour legislation and adhere to provisions of the national Labor Code. The expectations of contracted workers will be the same. The contractors are required to provide the necessary training and implement safeguards to minimize labour risks associated with contracted workers. The PIU will ensure that the necessary due diligence is carried out to manage any such risks. Considering the type of work to be carried out by direct and contracted workers, it does not entail high vulnerability to abuse of labor rights or OHS risks.

### **3.4. Sexual exploitation and abuse and sexual harassment and child labour.**

Considering the magnitude of the project (SOP1 and SOP2) including civil work, it is highly likely that the labour force required for the project will be high. With high unemployment rate in the surrounding project communities, it is likely that there will be a surge of local labour including women, seeking work on the project. These factors could

likely increase the risk of SEA/SH. Culturally, Jamaica does not condone child labour of this sort, and there is a relatively strong enforcement of school attendance. Coupled with JSIF's strict adherence to Jamaica's Labour Code, the risk of child labour at the project site is therefore considered low. The JSIF will ensure that the code of conduct (CoC) including GBV issues forms part of all works and consultancy contracts. Workers will be sensitized about the requirements of the CoC and will be required to sign and retain a copy of the document for reference. The JSIF and/or the contractor/consultant will also retain a copy of the document signed by the worker on file.

#### 4. BRIEF OVERVIEW OF LABOR LEGISLATION: TERMS AND CONDITIONS WITH GAP ANALYSIS -RELEVANT FOR SECTION 5 RELATED TO OHS

This section sets out the key aspects of national labour legislation with respect to the terms and conditions of work, and how national legislation applies to different categories of workers identified earlier. The overview focuses on legislation, which relates to the items set out in ESS 2: Labour and Working Conditions, paragraph 11 (i.e. wages, deductions and benefits). In the table # below are the key laws related to terms and conditions.

**Table 5.** Summary of Key Laws Related to ESS2 (Labour and Working Conditions) in Jamaica

Specific Law	Summary Description
<b>The Constitution of Jamaica</b>	Articles 12-35 (Part III) establish fundamental rights, including the right to equality of opportunity in employment, freedom to choose work, prohibition of compulsory labor, and the right to safe working conditions and minimum wage.
<b>Jamaica's Labour Relations Code 1976</b>	Provides guidelines for promoting good labour relations and, along with the Factories Act, stipulates health and safety requirements. It requires employers to provide <b>fair terms and conditions</b> of employment; recognize and <b>negotiate with legitimate trade unions</b> representing their employees; establish clear rules and

Specific Law	Summary Description
	policies for discipline and grievance handling; and avoid unfair labour practices, such as discrimination or victimization for union activities.
<b>Employment (Termination and Redundancy Payments) Act</b>	Provides guidelines governing employment of workers continuously over certain periods; termination procedures, notice periods, and redundancy payments.
<b>The Labour Relations and Industrial Disputes Act 1975</b>	The fundamental legislative act governing relations between employees and employers.
<b>The National Minimum Wage Act of 1938 and the National Minimum Wage (Amendments) Orders of 2023</b>	Stipulates the right of employees to receive wages without discrimination, not less than the minimum wage determined by the state.
<b>The Employment (Flexible Work Arrangements) (Miscellaneous Provisions) Act of 2014</b>	Allows negotiation of daily work hours between employers and employees, impacting overtime calculations.
<b>The Child Care and Protection Act of 2004 (Sections 33-45)</b>	Incorporates the tenets of ILO Conventions 138 (Minimum Age of Employment) and 182 (Worst Forms of Child Labour), setting minimum age limits for employment.
<b>The Maternity Leave Act of 1979 and its amendments</b>	Specifies maternity leave entitlements for expectant mothers.
<b>The Employment Termination and Redundancy Payments Act of 1974, The Employment Termination and Redundancy Regulations of 1974 and subsequent amendments in 1986 and 2008</b>	Set guidelines for termination and redundancy payments.
<b>The Holidays (Public General) Act of 1895, Holidays with Pay Order of 1973, Holidays with Pay Act, and Holidays with Pay Act Amendment 2009</b>	Addresses prohibition of work on public holidays and pay for public holidays.
<b>Various Acts of Parliament</b>	Establish minimum standards for working conditions. The Labour Code of 1976 is specifically mentioned as outlining management's duties regarding workplace safety, health, and welfare.

Labor related legislation in Jamaica consists of the Constitution of Jamaica, Labor Code, and other legal and regulatory instruments and international treaties adopted by Jamaica.

The Constitution of Jamaica stipulates basic principles of employment. Article 12 to 35 contained in Part III of the Jamaican Constitution deal with Fundamental Rights. These are: Right to equality, including equality before law, prohibition of discrimination on grounds of religion, race, caste, sex or place of birth, and equality of opportunity in matters of employment. The Constitution specifies that everyone has the right freely to choose their kind of activity, profession, occupation and place of work based on his or her ability to work. Also, nobody may be deprived of the right to work because of discrimination. Compulsory labor is forbidden. Labor contracts are freely signed. Everyone has the right to work in safe and healthy conditions and to receive salary not less than minimum wage defined by the State. Jamaica's Labour Relations Code 1976, set out guidelines for the promotion of good labour relations. It is established in accordance with section 3 of the Labour Relations and Industrial Disputes Act 1975, the fundamental legislative act aimed at governing relations between employees and employers, as well as other legal relations derived from such relations between them and relevant national authorities and entities. Along with the Factories Act, the Code also stipulates health and safety related requirements and principles.

Applicable terms and conditions as per Jamaica's Labour Law apply to all JSIF projects, and the relevant stipulations including written service contract detailing the worker's salary, working hours and leave, rights and allowance, Code of Conduct (**see Appendix 6.1 and 6.2**), duration of contract, and terms and conditions for termination of contract by employer and worker alike. Contracts shall be signed by both parties, who will keep a copy.

**The terms and conditions for Project workers will be consistent with ESS2 provisions. Terms and conditions for migrant workers, if any, shall be reflected in the HR Policies and contracts which will be reviewed by the Ministry regarding their compliance with the ESF and national labour law.**

**Contracted Workers:** Terms and conditions for contracted workers shall be reflected in the Human Resources (HR) Policies and contracts which will be reviewed by the PIU regarding their compliance with the ESF and national labour law such as the Employment (Termination and Redundancy Payment) Act, Labour Relations and Industrial Dispute Act (1975), and the Child Care and Protection Act. This mandates written contracts of employment, outlines minimum employment standards like notice periods, severance

pay, and protects against unfair dismissal, ensuring that even contract workers receive basic rights and protections under the law; key points include:

- A. Employment Contracts** - **Written contracts are not mandatory** by law for all jobs, but employers must provide a written statement of particulars (e.g., job title, wage, hours, etc.). Contracts must comply with labor laws and cannot override statutory protections.
- B. Minimum Wage** - A national minimum wage is set by the government and reviewed periodically. Separate minimum wage rates may apply to specific sectors (e.g., security guards).
- C. Working Hours and Overtime** - The standard workweek is typically **40-44 hours**, with a maximum of **8 hours per day**. **Overtime pay** is required for work beyond standard hours, typically at **1.5 times the normal rate**.
- D. Leave Entitlements** –
  - a. Vacation Leave**: Employees are entitled to **at least 2 weeks' paid vacation per year** after completing one year of continuous employment.
  - b. Sick Leave**: After one year, employees are generally entitled to **2 weeks of paid sick leave**.
  - c. Maternity Leave**: Women are entitled to **12 weeks of maternity leave**, with **8 weeks paid** if employed for at least 52 weeks prior.
  - d. Public Holidays**: Employees are entitled to paid leave on public holidays.

---

#### **E. Termination and Redundancy**

- a. Notice of Termination** - Employees must be given notice or pay in lieu, with notice periods ranging from 2 weeks to 12 weeks depending on the length of service.
- b. Termination for Cause** - Employers can dismiss employees for serious misconduct without notice.
- c. Redundancy Payments** - Employees with at least **2 years of continuous employment** are entitled to redundancy payments. Payment is typically **2 weeks' pay per year of service**.

---

## **F. Dispute Resolution**

- a. **Besides the Workers' Grievance Mechanisms outlined in this LMP, the Labour Relations and Industrial Disputes Act (LRIDA) outlines procedures for handling trade disputes, including through the Ministry of Labour and Social Security (MLSS) and the Industrial Disputes Tribunal (IDT).**
- b. Disputes should be reported to the Minister of Labour.

The Minister may:

- ✓ Attempt conciliation.
- ✓ Refer the matter to the Industrial Disputes Tribunal (IDT) if conciliation fails.
- c. Industrial action is generally prohibited during conciliation or tribunal proceedings.
- d. Strikes and lockouts are regulated and must follow legal procedures.
  - ✓ Must follow due procedure, including notification to the Minister.
  - ✓ Illegal if conducted during IDT proceedings or contrary to the Act's process.
  - ✓ Workers participating in illegal strikes may forfeit protections under the Act.

## **G. Trade Unions and Collective Bargaining**

- a. Employers are required to recognize trade unions that represent the majority of workers in a bargaining unit.
- b. Collective bargaining agreements are legally binding.
- c. The Ministry of Labour may intervene if disputes arise over union recognition.
- d. Employees have the right to join trade unions.
- e. The IDT is empowered to hear and settle disputes referred by the Minister.
- f. The Tribunal's decisions are binding and enforceable in law.

## **H. Protection from Discrimination**

- a. While Jamaica lacks a comprehensive anti-discrimination employment statute, workers are generally protected from arbitrary dismissal and have constitutional rights that may be enforced through the courts or IDT.

## **I. Prohibition of Unfair Labour Practices**

- Employers and unions are prohibited from:
  - Victimizing employees for union membership or activity.
  - Engaging in coercive tactics or refusing to bargain in good faith.
  - Interfering with union affairs or activities unlawfully.

The details of some of the key conditions of the respective Jamaican laws are outlined below.

### **4.1. Wages and deductions**

The wages of employees are calculated based on the amount of work performed or the amount of time the employee has put in or on some other criteria. Wages paid shall be no less than the amount specified in employment contracts or standard salaries agreed upon in collective Labour contracts. Wages may be based on either the individual or collective result of the work performed. Other terms for the payment of wages may also be stipulated in collective agreements and employment contracts. The National Minimum Wage Act of 1938 and the National Minimum Wage (Amendments) Orders of 2023 stipulates right of employees to get wages, without discrimination, and not less than the minimum salary determined by the State. As of June 1, 2025, the national minimum wage is JMD 16,000.00.

The total amount of a deduction from remuneration may not exceed 20% of the employee's wage. Nevertheless, in the case of legal actions defined by law, deductions may be up to maximum 50% (Article 176, Labor Code) whereas, these restrictions are not used in cases of correctional work, alimony for minor children, and redress of wrong because of criminal activity or death of breadwinner, and restitution of injury caused to health of another person.

Deductions from an employee's wages can be made only for cases specified by legislation or with the written consent of the employee or by executive documents. The contractor shall not demand or accept from workers any cash payments or presents of any kind in return for admitting them to employment or for any other reasons connected with the

terms and conditions of employment. By the order of the employer, only the following deduction are made from the salary of the employee:

- Income taxes, payments for national insurance scheme, education, National Housing Trust, and other statutory deductions specified by law consistent with the employees' level of earnings.
- Compensation for the damage by the fault of the employee's (not exceed average monthly earnings).
- Vacation pay in cases of leave in advance and discharge before the end of the working year.
- Amount given to an employee for travel or other expenses which was not spent.
- Sums that were overpaid to the employee (due to an accounting error).
- Sums for purchase of goods for utility purposes, that were not used and not returned in time.
- Membership fees to the trade union; and other cases specified by collective agreements.

#### **4.2. Working hours**

The standard working hours in Jamaica are eight (8) hours per day and forty (40) hours per week. Any work beyond this must be compensated for overtime. Overtime work is optional and is defined as any hours worked beyond the standard work week. It is illegal to penalize an employee for not working overtime. All overtime work shall be consensual. Employers shall not require workers to work more than the regular and overtime hours allowed by Jamaican law. Employees are entitled to two days off per week, usually on Saturday and Sunday. Other than in exceptional circumstances, the sum of regular and overtime hours in a week shall not exceed 60 hours as per Jamaican law. Employers shall not request overtime on a regular basis.

With the introduction of Employment (Flexible Work Arrangements) (Miscellaneous Provisions) Act of 2014, the number of work hours per day can be negotiated between employers and employees. In this case, overtime pay can only be applied after 40 hours of work is reached. Many employees work longer hours due to collective agreements or individual contracts.

Employees may opt to perform night work. However, there must be established and reasonable alternatives for discontinuing night work. As an environmental management system requirement, the JSIF does not support night work. The JSIF's standard for

working hours is 8 a.m. to 6 p.m. Mondays to Saturdays, with Sundays being a no-work day.

**Compensation:** Every worker has a right to compensation for a regular work week that is sufficient to meet the worker's basic needs and provide some discretionary income. Employers shall pay at least the minimum wage or the appropriate prevailing wage, whichever is higher, comply with all legal requirements on wages, and provide any fringe benefits required by law or contract. Compensation for work in Jamaica includes minimum wage, overtime pay, and severance payments. Employers shall compensate all overtime work at no less than 150% of their regular pay. Employees who work overtime on a public holiday are entitled to double time. Employees can be paid hourly, daily, weekly, biweekly, or monthly, as long as they earn at least the minimum wage.

**Death benefit.** In Jamaica, death benefits for workers generally depend on several factors, including their employment status, whether they are part of a pension or insurance scheme, and contributions to the National Insurance Scheme (NIS). If a worker has contributed to the NIS, their family or estate may be eligible for a funeral grant (JMD 90,000.00; widow's/widower's pension; orphan's pension; and special child's benefit for children under 18 if their unmarried mother dies and she was a contributor. Where the employer provided benefits through group life insurance or occupational pension plans, death benefits will be provided to the employees dependents in the form of i) lump-sum death benefit (typically a multiple of the employee's salary), ii) continuation of salary to dependents for a specified period, or iii) coverage under a group life insurance policy, which may include accidental death and dismemberment (AD&D) benefits.

Under the Employees' Compensation Act, if a worker dies due to a job-related injury or illness, the employer (or their insurer) must pay compensation to the dependents. The amount is calculated based on the deceased's earnings and may be a lump sum or periodic payments.

**Medical treatment of injured and sick workers.** Employers are responsible for taking necessary measures to ensure the health and safety of their employees, including providing medical treatment for injured or sick workers. This would include the conveyance to the nearest hospital of any injured or sick worker who can be so conveyed and who cannot be treated on the spot with the means available

**Collective Agreements.** A collective agreement is an agreement relating to terms and conditions of work concluded between the representatives of one or more trade unions,

on the one hand, and the representatives of one or more employers, on the other hand. Where collective agreements exist between the employer and project workers, such agreements will be applied, where relevant.

#### **4.3. Child Labour**

Child Labour is defined by the International Labour Organization (ILO), as work that deprives children of their childhood, potential and dignity. It is also work that is mentally, physically, socially or morally dangerous and harmful to children. In October 2003, Jamaica ratified ILO Conventions 138 (Minimum Age of Employment) and 182 (Worst Forms of Child Labour). The primary tenets of these Conventions were included in the Child Care and Protection Act of 2004, Sections 33-45.

This Legislation makes it illegal to employ children who are less than 13 years old, however it permits light work for children between the ages 13 to 15 years. A child can be involved in formal employment at the age of fifteen (15) according to the Act; however, there are conditions to which the employer must adhere for the employment to be lawful. In any case, **the Project will adhere to ESS2 in that the minimum age for employment or engagement in connection with the project will be the age of 14 unless national law specifies a higher age and will comply with paragraphs 17-19 of ESS2.**

The Government issued Identification Cards or individuals' passports will be used to verify the age of project workers. The complete age verification process can be found in **Appendix 2**. If underage workers are found working on the Project, the JSIF will provide immediate notification to the Contractors and the appropriate Department in the MLSS to ensure immediate termination of the minors' employment by the Contractors. If the JSIF is fined by local authorities because a Contractor employed a minor (under the age of 18), the JSIF will transfer the cost of that fine to the Contractor, and the Contractor will be required to terminate the minor's employment immediately.

#### **4.4. Rest Breaks**

The employees must be granted a rest and meal break during the workday. Time and duration is regulated by internal work rules, shift schedules, or by an individual employment contract or a collective agreement between the employer and employee. The must be allowed a meal break of no less than one hour each day.

## 4.5. Leaves

Employees in Jamaica are entitled to a minimum of 2 weeks of paid vacation per year. Depending on their seniority, employees are also eligible for additional vacation time. Direct and contract workers are entitled to a varying amount of sick leave depending on the duration of their employment. For example, employees are entitled to up to 12 days of paid sick leave per year after a certain period of employment. An employee will have the right to take a leave regardless of his/her position (profession), terms of employment or the effective period of their employment contract.

**Maternity/Paternity Leave:** Under the Maternity Leave Act of 1979 and its amendments, expectant mothers in Jamaica are entitled to 12 weeks of maternity leave, of which 8 weeks is paid at their full salary. The remaining four weeks is at no pay. Fathers are entitled to 20 days of paid paternity leave at their full salary.

## 4.6. Flexible Work Arrangements

The definition of overtime pay under Jamaican labour laws has changed since the introduction of the Flexible Work Arrangements Law. Overtime is defined as:

- work done during any period of a rest day.
- work done during any period on a Sunday, or a public holiday (e.g. Good Friday, Christmas Day).
- work done during any period exceeding 40+ hours in any week (excluding days in the aforementioned points)

Flexible-week (flexi-week) work arrangements are marked by variations in the work schedule. Instead of working a typical eight-hour workday, workers negotiate with their employers on:

- the number of hours worked each day
- the number of days worked each week
- the start time and end time of the workday

Prior to the amendments, in order to receive overtime-pay, one would have to work after an 8-hour workday, each day. However, after the introduction of the flexi-week work arrangement, overtime is no longer calculated daily after eight hours of work but is now calculated after 40+ hours of work done. The new law allows an employee in Jamaica to

work more than 8 hours, but not more than 12 hours in one day. After working 40 hours in one seven-day period, overtime pay should kick in.

Wages for every hour of overtime work shall be paid to employees as follows:

- If wages are based on time worked, the amount paid per hour shall not be less than 1.5 times the standard hourly wage.
- If wages are paid on the basis of piecework performed by the employee, extra wages must be paid in an amount not less than the hourly wages of employees with the same pay scale.

#### **4.7. Workers Representation and Collective Bargaining**

Collective Bargaining is the process through which workers' representatives negotiate with management to reach a new, usually better agreement, for workers concerned. Workers have the right to engage in collective bargaining. Employers should not prevent workers from joining recognized trade unions to make representations or negotiate on their behalf. At the workplace, workers are selected as delegates of the union to ensure proper representation of all workers. The employer should not discriminate against unionized workers in any way.

Where collective bargaining are finalized, employers and trade unions will establish collective agreements which contain the terms and conditions of a concluded collective bargain. The employer and employees are expected to comply with the requirements of the agreements. Procedural provisions of this agreement will contain, for example, arrangements for negotiating terms and conditions of employment for their re-negotiation, grievance procedures for settling disputes and disciplinary actions that can be taken. They should also have substantive provisions which deal with the duration of the agreement and all matters relating to remuneration, normal hours of work, provisions for vacation, sickness, maternity and casual leave as well as compensation for job-related injuries. The law requires that collective agreements should be in writing, and management should send copies of such agreements to the Ministry of Labour and Social Security (MLSS) for their record.

#### **4.8. Labor disputes**

Collective and individual labor disputes are regulated in accordance with the Chapter VI of Jamaica's Labour Code. According to the Labour Code, broadly there are two kinds

of disputes: (i) The application or interpretation of existing agreements; and (ii) Claims by workers or proposals by management as to the terms of employment.

Where mutual agreements cannot be reached in the resolution of disputes between the employer and employee or employee representatives, then the dispute should be referred to the Ministry of Labour and Social Security through which resolution will be sought through the Industrial Dispute Tribunal. Parties may also seek to get redress through the courts.

To be consistent with the Labour Code, management and workers representatives will be required to adopt a procedure for the settlement of such disputes which:

- i. Should be in writing
- ii. States the level at which an issue should first be raised
- iii. Sets time limits for each stage of the procedure and provides for extension by agreement
- iv. Precludes industrial action until all stages of the procedure have been exhausted without success.
- v. Have recourse to the Ministry of Labour and Employment conciliation services.

#### **4.9. Grievances**

All workers have a right to seek redress for grievances relating to their employment and management in consultation with workers or their representatives should establish and publicize arrangements for the settling of such grievances. The number of stages and the time allotted between stages will depend on the individual establishment. However, they should neither be too numerous nor too long to avoid frustration.

These procedures should be in writing and should indicate:

- i. That grievance be normally discussed first by the worker and the immediate supervisor--commonly referred to as the "first stage;"
- ii. That if unresolved at the first stage, the grievance be referred to the department head, and that the worker delegate may accompany the worker at this stage--the second stage, if the worker so wishes.
- iii. That if the grievance remains unresolved at the second stage, it be referred to higher management at which stage it is advantageous that the worker be represented by a union officer; this is the third stage.

- iv. That on failure to reach agreement at the third stage, the parties agree to the reference of the dispute to conciliation by the Ministry of Labour and Employment.
- v. A time limit between the references at all stages.
- vi. An agreement to avoid industrial action before the procedure is exhausted.

The JSIF grievance redress mechanism (**Appendix 3**) is also integrated in this LMP which provides details on how grievances including those related to GBV will be handled.

#### **4.10. Termination of Employment**

The Employment Termination and Redundancy Payments Act of 1974, The Employment Termination and Redundancy Regulations of 1974 and subsequent amendments in 1986 and 2008, sets the guidelines for termination and redundancy of workers. The Act facilitates employees to receive redundancy pay where eligible and notice to be mandatory for the termination of employment.

Notice given by an employer with the intention of terminating the contract of employment is related to the worker's length of service with that employer. The Jamaican notice period is as follows:

An employee with less than 5 years of service = 2 weeks' notice

An employee with 5 to 9 years of service = 4 weeks' notice

An employee with 10 to 14 years of service = 6 weeks' notice

An employee with 15 to 19 years of service = 8 weeks' notice

An employee with 20 or more years of service = 12 weeks' notice

A probation period is a phase at the start of employment in which an employee can be dismissed with little or no notice if he or she is perceived to be unsuitable for the position. In Jamaica, the probation period is 90 days. In those 90 days, either party can terminate without notice. Outside of the probation period, if a worker in Jamaica wants to terminate his or her contract, then 2 weeks' notice irrespective of the length of service will need to be given to the employer.

Either of the contracting parties may terminate a contract of employment by giving written notice. These legislative requirements will be applied to the execution of works under this project.

#### **4.11. Holidays**

The Holidays (Public General) Act of 1895, Holidays with Pay Order of 1973, Holidays With Pay Act, and Holidays With Pay Act Amendment 2009 speaks to among others:

- Prohibition of work on public holidays
- Pay for public holidays for daily paid workers

#### **4.12. Work Environment**

Various Acts of Parliament lay down minimum standards in respect of working conditions. (A) Management in consultation with workers or their representatives should seek to improve these standards. According to the Labour Code of 1976, management has a duty to- (i) furnish, equip and otherwise provide factories, workshops, offices and other places where work is to be performed with such facilities as meet the reasonable requirements of safety, health and welfare regulations and to adopt suitable measures for the workers protection, and the prevention of the spread of epidemic or infectious disease; (ii) organize work in such a manner as to provide in so far as is practicable and best guarantee for the workers' safety and health; (iii) adopt the statutory and other suitable measures for the prevention of accidents at the work place and to keep at all times medication and therapeutic materials as are necessary for the administration of effective first aid; (iv) ensure that personnel are trained in first aid techniques and in such numbers, as to provide for the presence of at least one such trained worker during working hours; (v) display in conspicuous positions at the work place rules and regulations, statutory or otherwise concerning safety and health precautions

#### **4.13. Gap Analysis**

Consistent with the GN 10 and GN 10.2 of the ESF, Project workers are to be provided with information and documentation that is clear and understandable about their terms and conditions of employment contracts. However, in Jamaica, employment can be oral, in which the employee may not be provided with written documentation evidencing the terms and conditions of employment. There is also no requirement for the workers to be advised as to the conditions under which deductions from wages will be made. Also, no legislation specifically treats the issue of discrimination in employment, except the Disabilities Act, which is specific to discrimination based on disability—protection from dismissal based on marital status not addressed in national law. Regarding Child labor, the Minimum age is 13 years in national law, but these children can only be engaged in light work. There is no requirement in national law at this time for a risk assessment to

be carried out nor for keeping the specified records of the children working in the workplace.

Project Actions: Promote ESS2: The application and monitoring of the Labor Management Procedures (LMP) and Grievance Mechanism (GM), Code of Conduct, throughout project implementation. The LMP addresses OHS measures, measures to prevent discrimination, and child labor, reporting on incidents and accidents, among other things. See appendix 4: "Gap Analysis".

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

### 5.1. **Jamaica's Occupational Safety and Health Requirements**

Summary of the labor legislation on Occupational Health and Safety (OHS) in Jamaica, along with the Good International Practices that Jamaica adheres to, is provided in the table below.

**Table 6: Summary of Occupational Safety and Health Laws and Regulations in Jamaica**

Specific Law/regulation	Description of the Law
Jamaica Constitution & Jamaica Labour Code	Guarantees the right to work in safe and healthy conditions. Labor protection is determined by the Labor Code and other legislative acts.
Factories Act and its Regulations	Sets minimum occupational safety and health (OSH) standards. Enforced and monitored by the Occupational Safety and Health Department (OSHD) of the Ministry of Labour and Social Security (MLSS). Focuses on factory, dock, vessel, and construction site inspections and accident investigation.
Jamaica's Occupational Safety and Health Bill	(Impending) Will cover all branches of economic activity. The OSHD promotes a Voluntary Compliance Program (VCP) to help organizations prepare for its requirements.
MLSS Departments' State Control	Oversees labor relations, payment, vacation rights, labor protection, technical safety, working conditions, compensation for work injuries, and occupational health insurance.

Specific Law/regulation	Description of the Law
Compulsory Insurance Legislation	Requires all employers to provide insurance against loss of professional ability due to industrial accidents and occupational diseases. Coverage varies based on occupational risk.
Occupational Safety and Health Bill (Principles)	Prioritizes employee life and health; coordinates OSH with other policies; sets unified requirements for all enterprises; mandates independent controls; promotes efficient methods and technologies; provides free protective gear; trains OSH experts; investigates accidents and illnesses; and requires accurate information sharing.
Employer Responsibilities (under OSH legislation)	Employers must obey OSH standards, protect workplace security, provide healthy conditions, offer sanitation services, enforce work/rest standards, provide protective gear, educate employees on OSH, include OSH in collective contracts, and assume defined responsibilities.
World Bank Environmental and Social Standard 2 (ESS2)	Promotes sound worker-management relationships, fair treatment, nondiscrimination, equal opportunity, protection of vulnerable workers, prevention of forced and child labor, support for freedom of association and collective bargaining, and accessible means to raise workplace concerns.
International Labour Organization (ILO)	Promotes development of national framework for managing occupational safety and health, occupational health and safety risk prevention and assessment at the workplace; worker rights to information, training, and consultation; effective enforcement mechanisms and inspection systems for occupational health and safety risks, and progressive alignment of national laws with international best practices.

According to the Jamaican Constitution and the Jamaica Labour Code, everyone has the right to work in safe and healthy conditions. Labor protection norms and regulations are determined by the Labor Code of Jamaica, as well as other legislative acts, normative legal acts adopted by the appropriate executive bodies. The Occupational Safety and Health Department (OSHD) of the Ministry of Labour and Social Security (MLSS) is responsible for monitoring and enforcing the Factories Act and its accompanying Regulations. It encourages the promotion and maintenance of minimum occupational safety and health (OSH) standards for the protection of all workers. With the support and guidance of the International Labour Organization (ILO) through its Conventions, Declarations, Legislations and Programmes, the OSHD prescribes standards and policies

aimed at achieving acceptable working conditions that are conducive to protecting workers while maintaining productivity and competitiveness.

The focus of the Department is the promotion and enforcement of the Factories Act and its associated Regulations. This is achieved through the inspection of factories, docks and cargo vessels, building operations and works of engineering construction, as well as investigating accidents that occur in these institutions. With the impending passage of Jamaica's Occupational Safety and Health Bill that should canvass all branches of economic activity the Department since 2007 has been promoting its Voluntary Compliance Program (VCP) as the means through which organizations can prepare to satisfy the requirements under this new regime. Enrolment in VCP allows entities the opportunity to achieve the requisite standards promulgated by the OSH Bill, with the assistance of the OSHD. The MLSS through its departments also carries out state control for labor relations with employees, payment of labor, vacation and vacation rights, labor protection, technical safety, working conditions, compensation for work injuries, accidents at work and occupational accidents, compulsory occupational health insurance due to illnesses.

The legislation of Jamaica requires all employers to provide insurance to all employees. This is defined as compulsory insurance against loss of professional ability because of industrial accidents and occupational diseases. The nature and scope of the insurance varies depending on the degree of occupational risk and the categories of insured. The labor code and the OSH Bill requires occupational safety to be implemented on, but not limited to, the following principles:

- Priority of employee life and health over results of production by enterprises.
- Coordination of occupational safety with other economic and social policies, as well as with environmental protection.
- Determination of unified occupational safety requirements for all enterprises, regardless of their ownership or legal form of organization.
- Implementation of independent and efficient controls for compliance with occupational safety requirements by all enterprises.
- Development and use of efficient occupational safety methods, techniques and technologies.
- Providing employees with protective outer garments and boots, other individual protection devices, etc., at no cost.

- Training of experts at educational institutions on occupational safety.

The law also stipulates requirements for compulsory investigation, registration and analysis of any industrial accident or occupational illness and providing employees with accurate information on the situation related to occupational injuries, damage and occupational diseases. The owner and employer of the organization shall be directly responsible for the occupational safety of employees in the workplace and for the application of regulations. They also shall be obliged to take the following measures in the workplace:

- Obey all occupational safety standards, norms and regulations.
- Protect the security of buildings, machinery, technological processes and equipment.
- Provide healthy conditions in the workplace and use current public health standards.
- Provide the necessary sanitary and cleanliness and provide treatment and prevention services.
- Apply normal work and rest standards.
- Provide employees with free work clothes, shoes and other necessary protective gear in the required condition and with normal, regular frequency.
- Educate, instruct, and test the knowledge of employees on occupational safety standards and regulations and encourage them in occupational safety.
- Include necessary occupational safety regulations in the collective contract and assume responsibility as defined in these regulations.

## **5.2. The World Bank Environmental and Social Standards: ESS 2**

The World Bank's stipulations related to labour are outlined in its Environmental and Social Standard 2: Labor and Working Conditions (ESS2). This helps the Borrowers in promoting sound worker-management relationships and enhance the development benefits of a project by treating workers in the project fairly and providing safe and healthy working conditions. Key objectives of the ESS2 are to:

- i. Promote safety and health at work.
- ii. Promote fair treatment, nondiscrimination and equal opportunity of project workers.
- iii. Protect project workers, including vulnerable workers such as women, persons with disabilities, children (of working age, in accordance with this ESS) and migrant workers, contracted workers, community workers and primary supply workers, as appropriate.
- iv. Prevent the use of all forms of forced labor and child labour.

- v. Support the principles of freedom of association and collective bargaining of project workers; in a manner consistent with national law; and
- vi. Provide project workers with accessible means to raise workplace concerns.

ESS2 applies to project workers including full-time, part-time, temporary, seasonal and migrant workers. Where government civil servants are working in connection with the project, whether full-time or part-time, they will remain subject to the terms and conditions of their existing public sector employment agreement or arrangement, unless there has been an effective legal transfer of their employment or engagement to the project.

The Borrower is responsible for developing and implementing written labor management procedures applicable to the project. These procedures set out the way in which project workers will be managed, in accordance with the requirements of national law and this ESS. The procedures will address the way in which this ESS will apply to different categories of project workers including direct workers, and the way in which the Borrower will require third parties to manage their workers.

Project workers will be provided with information and documentation that is clear and understandable regarding their terms and conditions of employment. The information and documentation will set out their rights under national labor and employment law (which will include any applicable collective agreements), including their rights related to hours of work, wages, overtime, compensation and benefits, as well as those arising from the requirements of this ESS. This information and documentation will be provided at the beginning of the working relationship and when any material changes to the terms or conditions of employment occur.

The employment of project workers will be based on the principle of equal opportunity and fair treatment, and there will be no discrimination with respect to any aspects of the employment relationship, such as recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, or disciplinary practices.

## 6. RESPONSIBLE STAFF

The PIU will be supervised by a portfolio manager appointed by the managing director or report directly to the managing director. The portfolio manager will oversee and guide the PIU workers associated with the project. The project manager will coordinate the daily project activities including relations with direct employees, contractors and suppliers. The environmental and social safeguards specialists will be responsible for:

- Implementing these labor management procedures
- Ensuring that contractors comply with this labor management procedure
- Monitoring to verify that contractors are meeting labor and OHS obligations toward contracted and subcontracted workers as required by Jamaica legislation and ESS2
- Monitoring contractors and subcontractors“ implementation of labor management procedures
- Monitoring compliance with occupational health and safety standards at all workplaces in line with the national occupational health and safety legislation
- Monitoring and implement training on LMP and OHS for project workers
- Ensuring that the grievance redress mechanism for project workers is established and implemented and that workers are informed of its purpose and how to use it.
- Have a system for regular monitoring and reporting on labor and occupational safety and health performance.
- Monitoring implementation of the Worker Code of Conduct.

### **The Contractors will be responsible for the following:**

- To obey requirements of national legislation and this labor management procedure.
- Maintain records of recruitment and employment process of contracted workers.
- Communicate clearly job description and employment conditions to contracted workers.
- Have a system for regular review and reporting on labor, and occupational safety and health performance.

When the contractor(s) are known, this labour management procedure can be updated to include additional details about companies, hired workforce, etc., as necessary.

## 7. POLICIES AND PROCEDURES

Mitigation measures responding to the risks related to project labour and OHS conditions will be incorporated by standardized clauses in contract documents so that the contractors will be aware of their obligations under the Project. The PIU at JSIF and UDC will ensure compliance of the following clauses, including compliance by contractors. Employment Contracts will be prepared by each employer, in compliance with the policies and procedures laid out in the LMP.

The WB ESF also require that proper institutional arrangements should be established to assess performance of OHS issues, provide regular training to workers, prepare reports, give proper response to reports and make corrective actions as soon as possible and keep record of all communications.

**Action to Rectify:** If any part of the Site-Specific Contractor Environmental and Social Management Plan (CESMP) or OHS Plan is not followed, the PIU shall report immediately to the Contractor Project Manager (PM). The Environmental and Social (E&S) and OHS staff take appropriate action to rectify the disorderly conduct.

All contracted workers will be required to sign the code of conduct (see Annex 6.2) on the Guideline on Code of Conduct for Contractors prior to the commencement of work, which includes a provision to address the risk of Gender Based Violence (GBV/SEASH). The code of conduct governs both on-site behaviour (with colleagues) and conduct in the community. Relevant training will be provided to workers, such as induction and daily toolbox talks outlining expected conduct and local community values.

**Instruction to Employees:** The PIU E&S staff will periodically interact with the Employees for the awareness of Environmental Conservation and encourage them to abide by Social, Environmental and Health and Safety standards. Location, facilities and pollution control will be consistent with management requirements in the ESMPs.

Each contractor will make provision in their ESMPs. for procedures on GBV prevention including awareness raising and Code of Conduct in relation to GBV/SEASH, as well as separate procedures under GM for handling GBV related complaints.

1. Whom to call:

- Immediately report the incident to social officer, supervisor or site manager
- Additionally, notify the Bank of any incident or accident related to the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, including, *inter alia*, cases of sexual exploitation and abuse (SEA), sexual harassment (SH), and accidents that result in death, serious or multiple injury. Provide sufficient details regarding the scope, severity, and possible causes of the incident or accident, indicating immediate measures taken or that are planned to be taken to address it, and any information provided by any contractor and/or supervising firm, as appropriate.
- Provide available details of the incident or accident to the Bank upon request. Arrange for an appropriate review of the incident or accident to establish its immediate, underlying and root causes.
- Prepare, agree with the Bank, and implement a Corrective Action Plan that sets out the measures and actions to be taken to address the incident or accident and prevent its recurrence.

### **7.1. Purpose of OHS Procedures**

The primary purpose of the OHS measures is the health and safety of any and all project workers at work. The measures also establish and define the authority for the implementation of the OHS plan and associated safety systems. These measures will be enforced on all activities of the PIU, project contractors and project beneficiaries through contractual arrangements as is appropriate.

### **7.2. Scope of OHS Procedures/Plan**

OHS is concerned with the safety, health, and welfare of people at work. Safety is defined as “the well-being of project employees whilst at work or carrying out work duties”. OHS Management System is a set of standards, policies and guidelines that addresses project workers’ safety, monitoring and evaluation of safety, worker’s health, work and general environment.

### **7.3. OHS procedures**

OHS procedures will be developed covering the following:

- Compliance with all national and international OHS legislation that is applicable to the participating country governments and the World Bank

- Compliance with the Environmental and Social Standards of the World Bank
- World Bank Environmental Health and Safety (EHS) Guidelines
- Prevention of injury and ill health of all project workers
- Identification and assessment of hazards
- Measures to manage the hazards including establishment of safety systems, processes and performance
- Continuous improvement of Safety Systems
- Prevention of use of faulty equipment or sub-standard equipment
- Compliance with public health protocols
- Training and awareness
- Investigation and reporting of incidents. The World Bank guidance given in the Environment and Social Incident Response Toolkit (ESIRT) can be used as a guide to report incidents.

The Project will commit to safety considerations in all its activities and that of contractors, sub-contractors and beneficiaries.

The Project will provide systems, processes, procedures, the necessary safety equipment and gears such as personal protective equipment, and training for all project employees so that all activities are conducted in a safe environment. It will also develop and implement systems, processes, policies, and services in compliance with national and international legal requirements including industry standards and best practices in relation to safety.

Workers will be responsible, subject to their roles, for the maintenance of a safe environment including the assessment of risks and actions to minimize, mitigate, and manage risks. Workers at all levels have the authority to stop any activity they consider to be a danger to themselves or other workers, the public or the environment. Workers in this situation must rely on the project's GM, which permits for anonymous complaints to lay out procedures and timeframes for resolution. The LMP also requires incidents and accidents to be logged and reported by the PIU Project Manager to the World Bank in line with the World Bank Environment and Social Incident Response Tool.

There will be no retaliation to project workers for stop-work whistle blowing.

The environmental specialist and social specialist of the PIU is responsible for the implementation and monitoring of the safety management systems of the project. The

E&S specialists will develop guidelines, instructions and training and awareness materials to support the OHS measures and procedures.

The project will also ensure that all employees:

- Ascribe to the principle of not harming people
- Understand that discrimination and SEA/SH will not be tolerated in the workplace
- Are hired based on the principle of equal opportunity and fair treatment, and there will be no discrimination with respect to any aspects of the employment relationship, such as recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment
- Receive training on Code of Conducts and OHS measures required under ESS2
- Comply with the laws of the Countries at all times; and
- Adhere to all health and safety measures as laid out in the ESS2.

The ESMPs will include OHS provisions and based on the ESMP requirements an Occupational, Health and Safety Plan (OHSP) must be prepared by the contractor and approved by the E&S specialists of the PIU prior to any works commencing on site. The OHSP must demonstrate the Contractor's understanding of how to manage safety and a commitment to providing a workplace that enables all work activities to be carried out safely. The OHSP must detail reasonably practicable measures to eliminate or minimize risks to the health, safety and welfare of workers, contractors, visitors, and anyone else who may be affected by the operations. The OHSP must be prepared based on the requirements detailed in the ESMP and in accordance with the World Bank's EH&S Guidelines and the national health and safety legislation.

#### **7.4. OHS Policy Dissemination and Awareness**

The OHS policy will be disseminated to all project workers, contractors and beneficiaries before start of contract. The information will be disseminated in various formats including an adapted and summarized version to be prepared by the PIU E&S specialists

#### **AGE OF EMPLOYMENT**

Jamaica's Child Care and Protection Act set out the conditions for employment of children including a minimum age of 13 for employment, restrictions on working hours, and prohibitions on hazardous work.

Because ESS2 is more stringent than the Jamaica Protection act, regarding Child Labor, the Project will adhere to paragraphs 17-19 of ESS2, in that a child under the minimum age of 14, will not be employed or engaged in connection with the project. A child over the minimum age and under the age of 18 may be employed or engaged in connection with the project only under the following specific conditions: (a) the work is not considered as hazardous (as defined ahead), b) an appropriate risk assessment is conducted, and c) prior to the work commencing the Project conducts regular monitoring of health, working conditions, hours of work and the other requirement of ESS2. A child over the minimum age and under the age of 18 will not be employed or engaged in connection with the project in a manner that is likely to be hazardous or interfere with the child's education or be harmful to the child's health or physical, mental, spiritual, moral or social development. Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Examples of hazardous work activities prohibited for children include work: i) with exposure to physical, psychological or sexual abuse; ii) underground, underwater, working at heights or in confined spaces; iii) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads; iv) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or (v) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

The country's labour laws also prohibit forced labour and the exploitation of children. It should be noted that a child below the minimum age established by law will not be employed or engaged in connection with the Project. The minimum age for formal employment according to Jamaican law is 15 years old.

Regarding the project's requirement to prevent child labor, please refer to  
Appendix 2: Age Verification. Grievance Mechanism (Gm)

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

This GM will be established for project affected stakeholders including the workers as outlined in **Appendix 3**. This GM is formed to mediate and seek appropriate solutions to labor related and other grievances at all levels including enabling employees in accordance with Jamaica's laws, to access judicial/legal grievance management system.

### **Anonymity**

Grievances may be submitted anonymously, without providing the complainant's name or contact details with the understanding that, in some cases.

### **Freedom from Retaliation**

There will be no retaliation towards individuals seeking to resolve grievance by means of the grievance redress mechanism.

### **Addressing Sexual Exploitation and Abuse and Sexual Harassment (SEA/SH)**

The GM will identify and train the social specialist who will be responsible for dealing with any Sexual Exploitation and Abuse and Sexual Harassment (SEA/SH) issues, should they arise.

A list of SEA/SH service providers will be kept available to the Social Specialist and the PIU Project Manager. The GM should assist SEA/SH survivors by referring them to SEA/SH Services Provider(s) for support immediately after receiving a complaint directly from a survivor. The mapping of the service providers will include the following aspects: i) Legal, ii) Livelihood, iii) Health, iv) Psychosocial, v) Security, and vi) Housing

If a SEA/SH-related incident is reported through the GM, it will be processed keeping the survivor information confidential. Specifically, the GM will only record the following information related to the SEA/SH complaint:

- The nature of the complaint (what the complainant says in her/his own words without direct questioning)
- If, to the best of their knowledge, the perpetrator was associated with the project; and,
- If possible, the age and sex of the survivor.

Any cases of SEA/SH brought through the GM will be documented but remain closed/sealed to maintain the confidentiality of the survivor. The Project Manager will also immediately notify both the Implementing Agency and the World Bank of any SEA/SH complaints with the consent of the survivor.

## 8. CONTRACT MANAGEMENT

Contractors and consultants will be civil works and architecture companies. The Project will ensure that third parties (contractors, subcontractors, brokers, agents or intermediaries) that hire workers are legitimate and reliable entities, and that they implement the Project Workforce Management Procedures that allow them to operate in accordance with the requirements of ESS 2.

Information provided by third parties or otherwise obtained may include the following:

- Information contained in public records, e.g. corporate files and public documents relating to breaches of applicable labour law, including reports from labour inspectorates, Business licenses, registrations, permits, and approvals
- Documents related to a workforce management system, including OHS issues, e.g. labour management procedures
- Identification of workforce management, health and safety personnel, their qualifications and certifications
  - a) Worker certifications/permits/training to perform the required work.
  - b) Health and safety violations records and responses.
  - c) Accident and death records, and notifications to authorities.
  - d) Registration of legally required workers' benefits and proof of workers' registration.
  - e) Workers' payroll records, including hours worked and compensation received.
  - f) If there is any, identification of security committee members and records of meetings.
  - g) Copies of previous contracts with contractors and suppliers, showing the inclusion of the provisions, and
  - h) the terms that are reflected in ESS 2.

The Project shall establish procedures to manage and monitor the performance of such third parties in relation to the requirements of the ESS2. In addition, it will incorporate the requirements of the ESS2 into the contractual agreements it enters with third parties, along with appropriate legal remedies in cases of non-compliance. In the event of

subcontracting, the Project will require such third parties to include equivalent requirements and legal remedies for cases of non-compliance with the contractual agreements they enter with their subcontractors.

The administration and supervision of the performance of third parties in relation to the hired workers will focus on the fulfillment of the contractual agreements of the third parties (obligations, representations and guarantees). As appropriate depending on the project, this may include periodic audits, inspections or random checks at the project site or at construction sites or of third-party workforce management records and reports. These management records and reports may include the following: (a) a representative sample of employment contracts or agreements between the third parties and the contract workers; b) records related to complaints or claims received and their resolution; (c) reports related to safety inspections, including fatalities and incidents and the implementation of corrective actions; (d) records related to cases of non-compliance with national legislation

## 9. APPENDICES

### APPENDIX 1: INCIDENT/ACCIDENT REPORTING

In case of incidents and accidents, the Project Implementation Unit (PIU) will notify the Bank within 48 hours after learning of the incident or accident. The submission of the subsequent report would be provided to the Bank in a timeframe acceptable to the Bank and or as requested. The PIU will provide sufficient details about the incident or accident, indicating the immediate measures taken to address it, including information provided by any contractor and supervisory entity, as appropriate. Subsequently, at the Bank's request, the PIU will prepare a more detailed report(s) on the incident or accident, where it will propose measures to prevent it from happening again

Incidents will be classified as:

1. For incidents other than SEA/SH: Sexual Exploitation and Abuse/Sexual Harassment, and SOGI: Sexual Orientation and Gender Identity
2. For SEA/SH incidents,

### 3. For SOGI incidents

When an incident is reported to the Bank, the Bank will notify the PIU of the steps to take and provide the relevant templates and guidance. These subsequent reports, among others, can be:

1. Root Cause Analysis (RCA). The main objective of the RCA is prevention, and it will be carried out by whoever is managing the site where the incident / accident occurred, for example grant, contractor, subcontractor, etc. The RCA<sup>2</sup> will address the following:
  - a. Determine what happened by identifying and describing the incident / accident. Include photos.
    - i. What happened? Who was affected?
    - ii. Where and when it happened.
    - iii. What is the source of the information? How did you find out about the incident/accident?
    - iv. Are the basic facts of the incident/accident clear and indisputable, or are there contradictory versions?
    - v. What were the conditions or circumstances under which the incident/accident occurred?
    - vi. Is the incident ongoing or contained?
    - vii. Is it a loss of life /lives or serious damage?
    - viii. How serious was the incident? (See Annex 2 for the Incident/Accident Classification Guide)
  - b. Determine the root cause (RCA) of the incident/accident.

---

<sup>2</sup> While an RCA per se is not mandatory, especially in cases where information is clear and readily available., it is nonetheless essential that the Borrower and Bank understand very well the underlying cause(s) of the incident, in order to agree on measures to prevent recurrences

- i. Understand and document the root cause(s) of the incident, which may be due to the following factors:
  - Labour Procedures
  - Equipment and technology
  - Organizational / systemic
  - Human factors.
- ii. The RCA should be based on existing country processes, where available. It is only in the absence of systems or weak experience that consultants (national or international) need to be recruited to undertake the RCA.
- iii. RCA should be completed as soon as possible, ideally within 10 days.
- iv. Findings of RCA will inform measures to be included in Corrective Action Plan (CAP)
- v. Provide complete information about the incident to the Bank and facilitate site visit(s)

c. Identify immediate corrective measures, as well as additional follow-up actions if any are required, with their associated deadlines.

2. The CAP and with the aim of preventing similar incidents / accidents in the future. The CAP will have, among other elements, those indicated in Annex 3.

3. Any subsequent report would be provided within a time acceptable to the Bank.

#### **Appendix 1.1:**

#### **Template for initial reports on all incident types except for SEA/SH and SOGI**

**Instruction:** Contractors and subcontractors must immediately report incidents or accidents to the supervising engineer, who will then notify the Employer (PIU). The PIU will inform the World Bank within 48 hours of learning about the incident or accident.

Subsequent steps include investigating the incident and developing and implementing corrective action plans, following World Bank guidance.

<b>B1: Incident Details</b>			
<b>Date of Incident:</b>	<b>Time:</b>	<b>Date Reported to PIU:</b>	<b>Date Reported to WB:</b>
<b>Reported to PIU by:</b>	<b>Reported to WB by:</b>	<b>Notification Type:</b> Email/phone call/media notice/other	
<b>Full Name of Main Contractor:</b>		<b>Full Name of Subcontractor:</b>	

<b>B2: Type of incident (please check all that apply)<sup>1</sup></b>	
<input type="checkbox"/> Fatality <input type="checkbox"/> Lost Time Injury <input type="checkbox"/> Displacement Without Due Process <input type="checkbox"/> Child Labor <input type="checkbox"/> Acts of Violence/Protest <input type="checkbox"/> Disease Outbreaks <input type="checkbox"/> Forced Labor <input type="checkbox"/> Unexpected Impacts on heritage resources <input type="checkbox"/> Unexpected impacts on biodiversity resources <input type="checkbox"/> <input type="checkbox"/> Environmental pollution incident <input type="checkbox"/> Dam failure <input type="checkbox"/> Other <input type="checkbox"/>	

<sup>1</sup>See Annex 1 for definitions

<b>B3: Description/Narrative of Incident</b>	
<p><i>Please replace text in italics with brief description, noting for example:</i></p> <ol style="list-style-type: none"> <li>I. <i>What is the incident?</i></li> <li>II. <i>What were the conditions or circumstances under which the incident occurred (if known)?</i></li> <li>III. <i>Are the basic facts of the incident clear and uncontested, or are there conflicting versions? What are those versions?</i></li> <li>IV. <i>Is the incident still ongoing or is it contained?</i></li> <li>V. <i>Have any relevant authorities been informed?</i></li> </ol>	

<b>B4: Actions taken to contain the incident</b>			
<b>Short Description of Action</b>	<b>Responsible Party</b>	<b>Expected Date</b>	<b>Status</b>
<b>For incidents involving a contractor:</b>			
Have the works been suspended (for example, under GCC8.9 of Works Contract)? Yes <input type="checkbox"/> ; No <input ;="" type="checkbox"/> Trading name of Contractor (if different from B1): Please attach a copy of the instruction suspending the works.			

<b>B5: What support has been provided to affected people</b>	

## Incident Types except for SEASH and SOGI

The following are incident types to be reported using the environmental and social incident response process:

**Fatality:** Death of a person(s) that occurs within one year of an accident/incident, including from occupational disease/illness (e.g., from exposure to chemicals/toxins).

**Lost Time Injury:** Injury or occupational disease/illness (e.g., from exposure to chemicals/toxins) that results in a worker requiring 3 or more days off work, or an injury or release of substance (e.g., chemicals/toxins) that results in a member of the community needing medical treatment.

**Acts of Violence/Protest:** Any intentional use of physical force, threatened or actual, against oneself, another person, or against a group or community, that either results in or has a high likelihood of resulting in injury, death, psychological harm, deprivation to workers or project beneficiaries, or negatively affects the safe operation of a project worksite.

**Disease Outbreaks:** The occurrence of a disease in excess of normal expectancy of number of cases. Disease may be communicable or may be the result of unknown etiology.

**Displacement Without Due Process:** The permanent or temporary displacement against the will of individuals, families, and/or communities from the homes and/or land which they occupy without the provision of, and access to, appropriate forms of legal and other protection and/or in a manner that does not comply with an approved resettlement action plan.

**Child Labor:** An incident of child labor occurs: (i) when a child under the age of 14 (or a higher age for employment specified by national law) is employed or engaged in connection with a project, and/or (ii) when a child over the minimum age specified in (i) and under the age of 18 is employed or engaged in connection with a project in a manner that is likely to be hazardous or interfere with the child's education or be harmful to the child's health or physical, mental, spiritual, moral or social development.

**Forced Labor:** An incident of forced labor occurs when any work or service not voluntarily performed is exacted by an individual under threat of force or penalty in connection with a project, including any kind of involuntary or compulsory labor, such as indentured labor, bonded labor, or similar labor-contracting arrangements. This also includes incidents when trafficked people are employed in connection with a project.

**Unexpected Impacts on heritage resources:** An impact that occurs to a legally protected and/or internationally recognized area of cultural heritage or archaeological value, including world heritage sites or nationally protected areas not foreseen or predicted as part of project design or the environmental or social assessment.

**Unexpected impacts on biodiversity resources:** An impact that occurs to a legally protected and/or internationally recognized area of high biodiversity value, to a Critical Habitat, or to a Critically Endangered or Endangered species (as listed in IUCN Red List of threatened species or equivalent

national approaches) that was not foreseen or predicted as part of the project design or the environmental and social assessment. This includes poaching or trafficking of Critically Endangered or Endangered species.

**Environmental pollution incident:** Exceedances of emission standards to land, water, or air (e.g., from chemicals/toxins) that have persisted for more than 24 hours or have resulted in harm to the environment.

**Dam failure:** A sudden, rapid, and uncontrolled release of impounded water or material through overtopping or breakthrough of dam structures.

**Other:** Any other incident or accident that may have a significant adverse effect on the environment, the affected communities, the public, or the workers, irrespective of whether harm occurred on that occasion. Any repeated non-compliance or recurrent minor incidents which suggest systematic failures that the task team deems needing the attention of Bank management.

## Appendix 1.2

### Template for initial reports on SEA/SH related incidents:

**Instruction:** Contractors and subcontractors must immediately report incidents or accidents to the supervising engineer, who will then notify the Employer (PIU). The PIU will inform the World Bank within 48 hours of learning about the incident or accident. Subsequent steps include investigating the incident and developing and implementing corrective action plans, following World Bank guidance.

B1: Incident Details		
Date of incident intake by the project/GM:	Date Reported to PIU:	Date Reported to WBG:
Reported to project/GM by: <input type="checkbox"/> Survivor <input type="checkbox"/> Third party <input type="checkbox"/> Other: _____	Reported to PIU by: <input type="checkbox"/> GM operator <input type="checkbox"/> Directly, by Survivor <input type="checkbox"/> Directly, by third party <input type="checkbox"/> Other: _____	Reported to WBG by: <input type="checkbox"/> PIU <input type="checkbox"/> Directly, by Survivor <input type="checkbox"/> Directly, by third party <input type="checkbox"/> Other: _____
Is a record of this incident in GM? <input type="checkbox"/> Yes <input type="checkbox"/> No		

B2: Incident type (please check all that apply) See Appendix 1 for definitions	
Sexual exploitation <input type="checkbox"/> Sexual abuse <input type="checkbox"/> Sexual harassment <input type="checkbox"/>	

B3: Provide the following details from the GM record	
Age of survivor (if recorded in GM):	Have the national legislation or mandatory reporting requirements been followed? Yes <input type="checkbox"/> No <input type="checkbox"/>

Sex of survivor (if recorded in GM): Male <input type="checkbox"/> Female <input type="checkbox"/> Other <input type="checkbox"/>	Was the survivor referred to service provision? <sup>3</sup> Yes <input type="checkbox"/> No <input type="checkbox"/>
Is the survivor employed by the project (as indicated by the survivor or complainant and reported in the GM)? Yes <input type="checkbox"/> No <input type="checkbox"/>	Is the alleged perpetrator employed by the project (as indicated by the survivor or complainant and reported in the GM)? Yes <input type="checkbox"/> No <input type="checkbox"/>

<b>B4: Basis for further action</b>	
a. Has the complainant provided informed consent to lodge a formal complaint? Yes <input type="checkbox"/> No <input type="checkbox"/>	c. Has the survivor provided informed consent to be part of an investigation into misconduct? Yes <input type="checkbox"/> No <input type="checkbox"/>
b. Does the employer have a suitable administrative process and capacity in place to investigate misconduct relating to SEA/SH in a survivor-centered way? Yes <input type="checkbox"/> No <input type="checkbox"/>	d. Has the complaint been filed anonymously or through a third party? Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>If the answer to any of these questions is no, has the GM assessed the risks and benefits of carrying out an investigation into the alleged misconduct, taking into account the survivor's safety and wellbeing? Yes <input type="checkbox"/> No <input type="checkbox"/></b>	
<b>Will an investigation into misconduct be undertaken in addition to an investigation into adequacy of project systems, processes or procedures? Yes <input type="checkbox"/> No <input type="checkbox"/></b>	

## SEASH Incident Types

Incident Type	Example
<b>Sexual Exploitation:</b> Any actual or attempted abuse of 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. In Bank financed operations/projects, sexual exploitation occurs when access to or benefit from a Bank financed Goods, Works, Non-consulting Services or Consulting Services is used to extract sexual gain.	<ul style="list-style-type: none"> <li>• A community member is promised employment on the World Bank financed project site in exchange for sex</li> <li>• A member of the project team connecting water lines to homes requests a sexual favor for access to water connection</li> <li>• A project worker denies passage of a woman through the worksite unless she performs a sexual favor</li> </ul>
<b>Sexual Abuse:</b> Actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. In Bank financed operations/projects, sexual abuse occurs when a project related worker (contractor staff, subcontractor staff, supervising engineer) uses force or unequal power vis a vis a community	<ul style="list-style-type: none"> <li>• A project worker abuses a community member</li> <li>• A project worker has a sexual relationship with a child</li> <li>• A project worker befriends a child, supporting her and/or her family in exchange of sexual favors</li> <li>• A project worker stays in the cafeteria after dinner and sexually assaults a kitchen staff member</li> </ul>

<sup>3</sup> When a complaint is filed by a third party, or the survivor has not reached out to the project, the project may not be able to confirm this information. In these cases, it may not be advisable for the project GM to attempt to reach the survivor, as this may jeopardize confidentiality, safety, and agency. Projects may attempt to find safe ways to pass information indirectly (such as through broad efforts to inform) about services available.

member or colleague to perpetrate or threat to perpetrate an unwanted sexual act.	<ul style="list-style-type: none"> <li>• A project worker touches an administrative staff member's body.</li> <li>• A supervisor for a subcontractor asks his female colleague to join him for a business dinner with the main contractor. After dinner he asks her to entertain "the boss" in his room as an appreciation for the contract and her work.</li> </ul>
<p><b>Sexual Harassment:</b> Any unwelcome sexual advance, request for sexual favor, verbal or physical conduct or gesture of a sexual nature, or any other behavior of a sexual nature that might reasonably be expected or be perceived to cause offence or humiliation to another, when such conduct interferes with work, is made a condition of employment, or creates an intimidating, hostile or offensive work environment. In Bank financed operations/projects, sexual harassment occurs within the context of a subcontractor or contractor and relates to employees of the company experiencing unwelcome sexual advances or requests for sexual favor or acts of a sexual nature that are offensive and humiliating among the same company's employees.</p>	<ul style="list-style-type: none"> <li>• A worker sends sexually explicit text messages to a coworker</li> <li>• A colleague leaves an offensive picture that is sexually explicit on a co-worker's desk</li> <li>• A project worker asks all female employees to greet him with a kiss on the cheek every day before work.</li> <li>• A project worker compliments his co-worker's body.</li> <li>• A project worker continuously invites a co-worker out for drinks or dinner after being told that they are not interested.</li> </ul>

### Appendix 1.3 Template for initial reports on SOGI related incidents

**Instruction:** Contractors and subcontractors must immediately report incidents or accidents to the supervising engineer, who will then notify the Employer (PIU). The PIU will inform the World Bank within 48 hours of learning about the incident or accident. Subsequent steps include investigating the incident and developing and implementing corrective action plans, following World Bank guidance.

<p><b>Reported to project/GM by:</b></p> <p><input type="checkbox"/> Victim<sup>1</sup> <input type="checkbox"/> Third party <input type="checkbox"/> Other: _____</p>	<p><b>Reported to PIU by:</b></p> <p><input type="checkbox"/> GM operator <input type="checkbox"/> Directly, by victim<sup>1</sup> <input type="checkbox"/> Directly, by third party <input type="checkbox"/> Other: _____</p>	<p><b>Reported to WBG by:</b></p> <p><input type="checkbox"/> PIU <input type="checkbox"/> Directly, by victim<sup>1</sup> <input type="checkbox"/> <input type="checkbox"/> Directly, by third party <input type="checkbox"/> Other: _____</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

1. If reporting is by victim care, it must be taken to adhere to any requests for anonymity.

<p><b>B2: Incident type requiring confidentiality (please check all that apply)</b></p>
<p><b>Violence on basis of SOGI <input type="checkbox"/> Discrimination on basis of SOGI <input type="checkbox"/></b></p>

See Appendix 1 for definitions

<b>B3: Basis for further reporting</b>		
<p>a. Has the victim provided informed consent for this incident to be reported? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>b. Does national legislation or mandatory reporting apply to this case? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>c. If yes, has it been reported? Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p><b>If the answer to both a. &amp; b. questions is NO, further reporting of this allegation is not required. However, further measures to strengthen SOGI prevention and mitigation on the project should be provided below.</b></p>		
<b>Further measures to strengthen SOGI prevention and mitigation</b>		
<b>Short Description of Action</b> (Examples: Please replace text in <i>italics</i> below with brief description of actions to be taken)	<b>Responsible Party</b>	<b>Expected Date</b>
<i>Increased training on Codes of Conduct (CoC) and non-discrimination on the basis of SOGI</i>		
<i>Safety audit of project site focussing on SOGI</i>		
<i>Verification all employees sign and understand CoC</i>		
<i>Strengthened awareness on project-related risks, CoC and how to report incidents for project-affected community</i>		
<i>Active outreach to local civil society organisations working with social and gender minorities to ensure continuous risk monitoring and adaptation</i>		
<i>Training for project supervisors on the need to follow guidelines of behaviour in CoC and their supervisory responsibilities</i>		
<i>Plan to improve coverage/quality of service provision</i>		
<i>Additional training for GM focal points</i>		
<i>Other (please detail)</i>		

<b>B4: If consent has been provided or national legislation mandates reporting of the incident as indicated in B3, provide the following details from the available GM record</b>	
Age of victim (if recorded in GM):	
Sex of victim (as recorded in GM):	Male <input type="checkbox"/> Female <input type="checkbox"/> Other <input type="checkbox"/>
Has the victim self-identified as sexual or gender minority or are there indications that the case is related to SOGI (i.e., use of homo- or transphobic language)?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Was the victim referred to service provision?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is the alleged perpetrator employed by the project (as indicated by the victim and reported in the GM)?	Yes <input type="checkbox"/> No <input type="checkbox"/>

**B5: Basis for investigation**

Has the victim provided informed consent for this incident to be investigated?	Yes <input type="checkbox"/> No <input type="checkbox"/>
--------------------------------------------------------------------------------	----------------------------------------------------------

**If the answer to this question is yes, complete part C below using the results of the investigation**

# **SOGI Incident Types**

## **Violence on the basis of SOGI:**

The threat or use of physical force that injures or abuses a person, or damages or destroys property, and that is motivated in whole or in part by the victim's real or perceived sexual orientation, gender identity, gender expression, or sex characteristics.

## **Discrimination on the basis of SOGI:**

Discrimination means creating a distinction, exclusion, or restriction which has the purpose or effect of impairing or excluding a person based on their real or perceived sexual orientation, gender identity, gender expression, or sex characteristics from being on an equal basis with others.

## Appendix 1.4: Corrective Action Plan

### Corrective Action Plan Template

**Instruction:** Subsequent to an incident or accident, contractors and sub-contractors must develop and implement corrective action plans, following World Bank guidance. The PIU will monitor implementation of the corrective action plans to determine their effectiveness.

*As a general guide, the Corrective Action Plan should be based around the summary table, with additional supporting text and information to adequately describe the measures and how they will achieve the corrective actions to address the immediate, underlying, and root causes identified in the investigation report.*

*As incident information could be considered prejudicial, may concern medical conditions/personal health issues, or may result in retaliation (including information regarding SEA/SI and any incidents of discrimination related to SOGI), the incident information gathered should be treated in confidence and care should be taken to maintain confidentiality when preparing the Corrective Action Plan.*

#### Corrective Action Plan Summary Table Template (with example text in italics)

#	Action (From Incident Form)	Measures to be Taken	Responsible Party	Completion Date	Status Update
1	<i>Speed control of construction vehicles</i>	<i>i. Remove contractual incentives for speeding</i> <i>ii. Install speed governors and GPS tracking in construction vehicles</i> <i>iii. Install traffic signs in accordance with standard (e.g. Guide to Traffic Signing 2021)</i>	<i>i. Contractor</i> <i>ii. Contractor</i> <i>iii. Contractor</i> <i>iv. Supervising Engineer</i> <i>v. Contractor</i>	<i>i. April 15, 2023</i> <i>ii. May 5, 2023</i> <i>iii. April 20, 2023</i> <i>iv. April 15, 2023</i>	<i>i. Completed</i> <i>ii. On-track</i> <i>iii. Delayed</i> <i>iv. Completed</i> <i>v. Ongoing</i> <i>vi. On-track</i> <i>vii. On-track</i>

		<p>iv. Provide training to drivers on the dangers of speeding</p> <p>v. Monitor individual driver performance on a weekly basis</p> <p>vi. Review weekly driver reports for signs of speeding</p> <p>vii. Update Traffic Management Plan for approval of Supervising Engineer</p>	<p>vi. Supervising Engineer</p> <p>vii. Contractor</p>	<p>v. May 30, 2023</p> <p>vi. May 30, 2023</p> <p>vii. June 3, 2020</p>	
2	Establish UXO Chance Find Procedure	<p>Chance find procedure to include:</p> <p>i. Risk factors such as the geophysical characteristics of excavation areas and depth of excavation, the civil war history,</p> <p>ii. Detailed written information and maps to be obtained from Borrower/implementer(s) about past surveys and clearance operations before construction can begin,</p> <p>iii. Situations where mechanical excavation should be chosen over manual excavation,</p> <p>iv. How to safely conduct manual excavation where mechanical excavation is not possible (with input from the Borrower/implementer(s) and/or other demining experts),</p> <p>v. Develop an adequate training program for workers.</p>	<p>Chance find procedure to be prepared by Contractor and reviewed by Supervising Engineer</p>	January 23, 2020	On-track: first draft in review

3	<i>Establish Permit to Dig Procedure</i>	<i>Permit to dig procedure should be developed prior to resuming excavation works</i> <i>Permit to dig procedure to be approved</i> <i>Train Foreman and construction managers on permit to dig process and requirements</i> <i>Include all permits to dig in next two monthly reports</i>	<i>i.</i> <i>ii.</i> <i>iii.</i> <i>iv.</i>	<i>Contractor</i> <i>Supervising Engineer</i> <i>Contractor</i> <i>Contractor</i>	<i>April 10, 2023</i> <i>April 17, 2023</i> <i>April 24, 2023</i> <i>July 31, 2023</i>	<i>i. Completed</i> <i>ii. Delayed</i> <i>iii. Delayed</i> <i>iv. On track</i>
4	<i>Payment of Compensation</i>	<i>a. Name</i> <i>i. Compensation Type</i> <i>ii. Amount</i> <i>b. Name</i> <i>iii. Compensation Type</i> <i>iv. Amount</i>	<i>a.</i> <i>b.</i>	<i>Responsible Party</i> <i>Responsible Party</i>	<i>a. [date paid]</i> <i>b. [date paid]</i>	<i>a. Ongoing Implemented</i> <i>b. Ongoing implemented</i>

General Information	
Corrective Action Plan ID:	
Action Plan Title:	
Corrective Action Plan Owner:	
Priority (Critical, High, Medium, Low):	
Project Change request Necessary (Yes / No):	
Expected Action Plan Implementation Date:	
Actual Date Implemented:	

Corrective Action Information	
Issue or Problem Definition (be specific and quantify if possible):	
Root Cause Evaluation:	
Action Steps:	
Alternatives Considered (if applicable):	
Improvement Metric and Timeframe:	
Implementation Verification (Monitoring and Evaluation):	

## APPENDIX 2: AGE VERIFICATION

**Instruction:** To be implemented by contractors and subcontractors and monitored by the PIU. Contractors and subcontractors are responsible for carrying out the measures indicated in the LMP. In case of any incident, the contractor/subcontractor should report to the PIU, and the PIU should notify the World Bank.

### I. Introduction

Not all work done by children should be classified as child labour, and likewise, should be targeted for elimination. Children or adolescents' participation in work that does not affect their health and personal development or interfere with their schooling is generally regarded as being something positive. This includes activities such as helping their parents around the home, assisting in a family business, or earning pocket money outside school hours and during school holidays. These kinds of activities contribute to children's development and to the welfare of their families; they provide them with skills, experience and help to prepare them to be productive members of society during their adult life. <https://www.ilo.org/ipec/facts/lang--en/index.htm>

ESS2 – Labour and Working Conditions refers to child labour as work done by a child over the minimum age and under the age of 18 that is likely to be hazardous<sup>4</sup> or interfere with the child's education or be harmful to the child's health or physical, mental, spiritual, moral or social development.

**II.** A child under 18 years will not be employed or engaged in connection with the project. Consistent with ESS2, a child under the minimum age (14 years old, unless national law specifies a higher age) will not be employed or engaged in connection with the project. Jamaican law specifies that a child between the age of 13-15 years old can be employed to perform non-hazardous work. The law states that a child of 13 to 14 years of age who engages in light work may work a maximum of four hours per day and not exceeding 14 hours per week. However, considering the

---

<sup>4</sup> Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Examples of hazardous work activities prohibited for children include work: (a) with exposure to physical, psychological or sexual abuse; (b) underground, underwater, working at heights or in confined spaces; (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads; (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

nature of the project, only adults 18 years or older will be employed in construction work related to the Project. In other non-construction work, no individuals below the age of 14 will be employed by the project.

The project will be guided by ESS2 and/or the country's requirement on child labour, whichever is more stringent. The project will be guided by the Jamaica's multiple labour laws and supporting legislations. In addition to national labour laws, Jamiaca is a signatory to the following international conventions related to the minimum age of employment.

- UN Convention on the Rights of the Child, Art. 32
- ILO Convention 138 (Minimum Age) and 182 (Worst Forms of Child Labour)
- SDG 8, Target # 7: By 2025, end child labour

### *Age Verification*

As a condition of employment on the project, potential employees will be asked to produce Identification Documents (ID) that are acceptable in local laws, employment, and human resources practices as "proof of age". These forms of ID will be birth certificates, national drivers' licenses, passports, and national registration cards. In the absence of one of those forms of IDs the project will apply and document an age verification process. The age verification process will consist of alternative methods including copies of academic certificates, testimony/affidavits from officials of the schools attended, a medical examination, statements from family members and parish/village officials/local authorities. In addition, all documents will be cross-referenced and subjected to a verification process to ensure the validity of the documents.

In instances where the documents are thought to be falsified, the project will conduct the same process to ensure their authenticity. In all the processes, the attendant care will be provided to ensure that the applicant or employee's data are protected and their right to privacy is guaranteed. All copies of the IDs and documents pertaining to the applicant's age and other supporting materials will be kept in files with the human resources personnel. Personal records of workers will be treated as private and kept secure.

Audits and controls of the process will be a requirement of the contractors<sup>5</sup> and included in the contracts, in keeping with the national labour laws and ESS2 requirements.

If underage workers are found working on the project, some of the measures that could be taken include the following:

- Depending on the context, consider proposing to move a child **to a lighter non-hazardous work if the worker is younger than 18. If the worker is younger than 14**, the child should be removed from the site and referred to support services. Also, leverage the support of Community Based Organization (CBOs) taken in conjunction to monitor the situation to avoid the child ending up working again or at a different site.
- If the context/law permits, schedule a meeting with the child and seek to determine the reasons for seeking employment.
- Refer the child to other support services including The Child Protection and Family Services Agency (CPFSA), the Ministry of Education and Youth, or the Ministry of Labour and Social Security (MLSS).
- Leverage the services of Non-government and Community Based Organizations such as Hear the Children Cry; and
- Consider employing another adult member of the family if the child's family is determined to be vulnerable or in dire circumstances.

If applicable, state the following: Child Care and Protection Act of 2004, Sections 33-45 stipulates:

### **Prohibition of child labour**

**Section 33.** No person shall employ a child under the age of thirteen years in the performance of any work.

**Section 34 (1)** No person shall employ a child who has attained the age of thirteen years, but who has not attained the age of fifteen years, in the performance of any work other

---

<sup>5</sup> Example, prevention and detection programmes by the company, independent inspections, or contractual provisions not to employ underage workers, mechanisms to verify that sub-contractors have rules in place for age verification, monitoring of subcontractors etc.

than in an occupation included on the list of prescribed occupations referred to in subsection (2).

**Subsection (2)** For the purposes of subsection (1), the Minister shall maintain a list of prescribed occupations-

- (a) consisting of such light work as the Minister responsible for labour considers appropriate for the employment of any child of the age referred to in that subsection; and
- (b) specifying the number of hours during which and the conditions under which such child may be so employed.

**Subsection (3)** No person shall employ a child-

- (a) in the performance of any work that is likely to be hazardous or to interfere with the child's education or to be harmful to the child's health or physical, mental, spiritual or social development; or
- (b) in night work or an industrial undertaking.

**Section 35. Subsection (1)** Notwithstanding the provisions of sections 33 and 34, the Minister responsible for labour may, on the advice of the Council, issue a permit to a child to enable that child to be employed for the purpose of participating in artistic performances.

**Subsection (2)** A permit issued pursuant to subsection (1) shall specify the number of hours during which and the conditions under which the child may be so employed.

**Section 36.** Where any child is employed in contravention of any of section 33 or 34, any person to whose act, default or representations the contravention is attributable commits an offence against this Act and is liable upon summary conviction before a Resident Magistrate to a fine not exceeding five hundred thousand dollars or to imprisonment for a term not exceeding six months or to both such fine and imprisonment.

**Section 38.** Nothing in section 33 or 34 shall be construed to apply to the performance of work by any child-

- (a) under order of detention in a juvenile correctional centre or a community service order; or
- (b) as part of that child's instruction in any school, if such labour or work is not likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual or social development.

The project may use one or more of the following methods for age verification. Check all that apply during the age verification process.

<input checked="" type="checkbox"/> Birth certificate	<input checked="" type="checkbox"/> National ID	<input type="checkbox"/> Medical certificate	<input checked="" type="checkbox"/> Interview	<input checked="" type="checkbox"/> School certificate	<input checked="" type="checkbox"/> Testimony	<input checked="" type="checkbox"/> Passport
-------------------------------------------------------	-------------------------------------------------	----------------------------------------------	-----------------------------------------------	--------------------------------------------------------	-----------------------------------------------	----------------------------------------------

In case of child labour, develop a report based on the following:

1. Personal details (age, sex) without revealing confidential information like real names.
2. Type of involvement in child labour mentioning the sector (e.g. agriculture, fishing, construction) and specific activity.
3. To the extent possible family socio-economic situation.
4. Current opportunities and constraints.
5. Recommendation.

**If permitted, the following format will be used for age verification**

1. Subproject name \_\_\_\_\_ Registration # \_\_\_\_\_

Observe height appearance, tone of voice, strength. If parents or guardians work in the project/sub project, ask them about the age of the child. Also, cross check educational information against other answers, given that girls and boys start school at 5. Ask the following questions, filling in the form.

2. What is your name?

\_\_\_\_\_

3. How long have you been working here?

\_\_\_\_\_

4. What is your age? \_\_\_\_\_ 4.1 What is your educational level?  
\_\_\_\_\_

5. How many years since you left school? Did you drop out?  
\_\_\_\_\_

6. How many brothers and sisters do you have? \_\_\_\_\_ 6.1 Who is the oldest?  
\_\_\_\_\_

7. How many years difference between you and your younger sister/brother?  
\_\_\_\_\_

8. How many years difference between you and your older sister/brother?  
\_\_\_\_\_

9. What are your younger brothers and sisters doing?  
\_\_\_\_\_

10. What is your job at the project site?  
\_\_\_\_\_

11. When did your voice get lower? \_\_\_\_\_ 11.1 When did you begin to develop a beard? \_\_\_\_\_

## Appendix 2.1: Estimating Age of Children

**Instruction:** To be implemented by contractors and subcontractors and monitored by the PIU. Contractors and subcontractors are responsible for carrying out the measures indicated in the LMP. In case of any incident, the contractor/subcontractor should report to the PIU, and the PIU should notify the World Bank.

During an interview, the following assumptions about the age of girls and boys can be used to make the age estimate.

Check

Check	Indicator	Assumed age of boy	Assumed age of girl	Estimated age
<input type="checkbox"/>	Small soft wrist	10-11	could be 14	
<input type="checkbox"/>	Bones soft	11-12 (malnourished)	Under 14	
<input type="checkbox"/>	Soft hands and nails	10-12	10-12	
<input type="checkbox"/>	Beginning breasts	Not applicable	12-13	
<input type="checkbox"/>	Educational Level 5+	12-13	12-13	
<input type="checkbox"/>	Immature high voice	-12	-12	
<input type="checkbox"/>	Showing guilt about being found	10-12	12+	
<input type="checkbox"/>	Reading Level 4 or 5	11-12	11-12	
<input type="checkbox"/>	Large wrist	12-13	Not applicable	
<input type="checkbox"/>	Has menstruated 3 or 4 times	Not for boys	13+-14	
<input type="checkbox"/>	Voice changing	13+	13+	
<input type="checkbox"/>	Has not menstruated	Not for boys	-13	
<input type="checkbox"/>	Answers questions spontaneously	14 or over	14 or over	

<input type="checkbox"/>	Muscular legs, looks tough	14 or over	14 or over	
<input type="checkbox"/>	Facial hair	14+	Not applicable	
<input type="checkbox"/>	Mature voice	14+	14+	

**Sources:**

1. Guidelines for Developing Child Labour Monitoring Processes (ILO 2005)
2. Age verification: Protection for unregistered children from child labour (ILO, 2016)
3. ESS 2: Labour and Working Conditions
4. World Bank CHILD LABOR Learning Session April 14, 2021
5. <https://www.ilo.org/ipec/facts/lang--en/index.htm>

## APPENDIX 3: JSIF GRIEVANCE MECHANISM

**The JSIF Grievance Policy is under review (December 2025) and will be annexed here when finalized.**

The following remain the broad range of modalities available for persons to lodge complaints or grievances about project-related activities. Once lodged, these will be referred to the Project Manager or other relevant persons at JSIF for action.

- Direct complaints to a JSIF officers assigned to the sub-project.
- Direct complaints to site supervisors or consultants.
- Calling JSIF's telephone lines (876-968-4545)
- E-mails (feedback@jsif.org);
- Verbal narration from walk-in complainants at the JSIF's office
- Representatives of line ministries and other government agencies can communicate grievances to JSIF on behalf of Project-affected Persons (PAPs).
- Suggestion box at JSIF's office
- JSIF's employees can report grievances directly to HR, senior management, Internal Audit or through the suggestion box.
- The JSIF will also respond to any grievances picked up through traditional and social media.

## APPENDIX 4: GAP ANALYSIS ESS2

### ESS2 applicable to the Kingston Waterfront Improvement Project (P179642) -Jamaica

GAP analysis: ESS2: Labor and Working Conditions		
Objectives	Country Laws and Regulatory System	Gap analysis
<ul style="list-style-type: none"> <li>o To promote safety and health at work.</li> <li>o To promote fair treatment, nondiscrimination, and equal opportunity of project workers.</li> <li>o To protect project workers, including vulnerable workers such as women, persons with disabilities, children (of working age, in accordance with this ESS) and migrant workers, contracted workers, community workers and primary supply workers, as appropriate.</li> <li>o To prevent the use of all forms of forced labor and child labor.</li> <li>▪ To support the principles of freedom of association and collective bargaining of project workers in a manner consistent with national law.</li> </ul>	<p>The Constitution of Jamaica, 1962 including the Charter of Fundamental Rights and Freedoms; The Employment (Termination and Redundancy Payments) Act, 1974; Minimum Wage Act, 1938 and supporting National Minimum Wage Order, 1975; Labor Relations and Industrial Disputes Act, 1975; The Employment (Equal Pay for Men and Women) Act, 1975; The Disabilities Act, 2014; The Sexual Harassment Act, 2021; Maternity Leave Act, 1979; The Child Care and Protection Act, 2004; The Factories Act, 1943 and the Factories Regulations, 1961 which address safety and health in factories which are defined; Minimum Wage Act, National Minimum Wage Order and Minimum Wage (Industrial Security) Guards Order.</p> <p>Existing related law/policies: Occupational Safety and Health Act 2017 and Public Health Act 1974</p>	<p>Consistent with the GN 10 and GN 10.2 of ESS2, Project workers are to be provided with information and documentation that is clear and understandable about their terms and conditions of employment contracts. However, in Jamaica, employment can be oral, in which the employee may not be provided with written documentation evidencing the terms and conditions of employment. There is also no requirement for the workers to be advised as to the conditions under which deductions from wages will be made. Also, no legislation specifically treats the issue of discrimination in employment, except the Disabilities Act, which is specific to discrimination based on disability—protection from dismissal based on marital status not addressed in national law. Regarding Child labor, the Minimum age is 13 years in national law, but these children can only be engaged in</p>

<ul style="list-style-type: none"> <li>▪ To provide project workers with accessible means to raise workplace concerns.</li> </ul>		<p>light work. There is no requirement in national law at this time for a risk assessment to be carried out nor for keeping the specified records of the children working in the workplace.</p> <p>Project Actions: Promote ESS2: The application and monitoring of the Labor Management Procedures (LMP) and Grievance Mechanism (GM), Code of Conduct, throughout project implementation. The LMP addresses OHS measures, measures to prevent discrimination, and child labor, reporting on incidents and accidents, among other things.</p>
-----------------------------------------------------------------------------------------------------------------------------------	--	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

## Appendix 5: Risk Assessment Template for Primary Supplier Workers

**Instruction:** To be implemented by contractors/subcontractors and monitored by the PIU.

*To be completed by the primary supplier*

#	Category of Supplier information	Description			
	Supplier name				
	Contact person				
	Address				
	Phone number				
	Email				

### Risk/impacts classification.

#	Type of risks	Likelihood	Impact			
			Low	Moderate	Substantial	High
	Child labor	High				
		Substantial				
		Moderate				
		Low				
	Forced Labor	High				
		Substantial				
		Moderate				
		Low				
	Serious safety issues	High				
		Substantial				
		Moderate				
		Low				
	Other issues (name them)	High				
		Substantial				
		Moderate				
		Low				

### Description of the Risk level:

#	Type of identified risk	Risk description based on the above rating
	Child labor	
	Forced labor	

	Serious safety issues	
	Other issues	

**Mitigation measures:**

#	Type of risks	Indicative mitigation measures	Status: (Relevant) NR (Not relevant), In process (P), Completed (C)			
			NR	R	P	C
Child labor		Assess the supply chain to determine where child labor might be a risk				
		Monitor primary supply chains to identify any new risks or incidents of child labor				
		Verify the age of workers				
		Primary suppliers have clear policies against child labor				
		Primary suppliers engage local communities and raise awareness about the harmful effects of child labor				
Forced labor		Assess the supply chain to determine where forced labor might be a risk				
		Identify risks of forced labor in their primary supply chains				
		Continuously monitor primary supply chains to identify any risks or incidents of forced labor				
		Primary suppliers have health and safety plans in place -include provisions for adequate facilities and PPE for all workers				
		Primary suppliers have Grievance mechanism in place that can be used by workers in the primary supply chain.				
		Primary suppliers must verify the employment conditions of their workers to ensure that no forced labor is employed				
		Primary suppliers have clear policies against forced labor				
		Assess the supply chain to determine where significant safety issues might arise.				

#	Type of risks	Indicative mitigation measures	Status: (Relevant) NR (Not relevant), In process (P), Completed (C)			
			NR	R	P	C
Serious safety issues		Identify serious safety risks in their primary supply chains				
		Continuously monitor primary supply chains to identify any new safety risks or incidents				
		Ensure that primary suppliers have comprehensive health and safety plans in place				
		Plans include provisions for adequate facilities, personal protective equipment (PPE), and safety training for all workers to prevent life-threatening situations				
		Grievance mechanism in place, that can be used by workers in the primary supply chain to report safety issues. This mechanism should be accessible and functional, allowing for anonymous reporting if necessary				
		Primary suppliers are verifying their compliance with safety standards through regular inspections and audits.				
		Primary suppliers have clear policies on health and safety - Policies are displayed and communicated to all workers.				
		Suppliers are promoting a culture of safety and ensure that all workers are aware of safety protocols				
		Primary suppliers are engaging local communities to raise awareness about safety issues				
		Monitor and assess if primary suppliers are following safety standards.				

### Conclusion:

Is it necessary for the Primary supplier to take additional appropriate steps to remedy any situation?	
Is there a need to terminate contracts with the supplier because of non-compliance - shifting to	

suppliers who can demonstrate compliance with the ESF standards?	
------------------------------------------------------------------	--

## Appendix 5.1: Primary supplier monitoring template

### Primary supplier monitoring template

**Instruction:** To be implemented by contractors/subcontractors and monitored by the PIU.

#	Concept	Answer/ Description - provide necessary details in annex
	Responsible Person/Team:	
	Initial Risk Assessment conducted?	
	Frequency of Monitoring and reporting (Monthly, quarterly, six monthly, etc.)	
	Date of latest monitoring report	
	Does the primary supplier understand and agree to comply with the Project labor management procedures and relevant Environmental and Social Standards (ESS).	
	Are specific clauses in contracts, in place that require compliance with child labor, forced labor, and safety standards?	
	Does the project keep detailed records of all risk assessments, monitoring activities, and findings?	
	Is/will the Project provide training and capacity-building programs for primary suppliers to enhance their understanding of labor standards and safety requirements.	
	Is there a need to develop and implement corrective action plans (CAPs) for suppliers found to be non-compliant with labor standards or safety requirements?	
	If the answer to the above is yes, describe the objective and key activities of the CAP.	
	In case there is CAP, is the Project monitoring its implementation and verifying its effectiveness?	
	Is there a need to transition to alternative suppliers that meet the relevant ESS requirements? If yes, why?	

	Is the Project collecting feedback from suppliers and stakeholders to identify areas for improvement in the monitoring process?	
	Based on the findings of the monitoring exercise, is there a need to update and refine the Labor Management Procedures? If yes, in what way?	

Prepared By:

Reviewed By:

Approved By:

Date:

## Appendix 6.1: CODE OF CONDUCT

### SAMPLE CODE OF CONDUCT FOR PROJECT IMPLEMENTATION UNIT (PIU) PERSONNEL

**Instruction:** To be implemented by the PIU.

[enter name of Personnel] has signed a contract with the Government Jamaica for [enter description of the Terms of Reference (ToR)]. This assignment will be carried out at [enter the site location]. This contract requires you to implement measures to address environmental and social risks related to the Project, including the risks of sexual exploitation, sexual abuse, and sexual harassment.

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

This Code of Conduct identifies the behavior that is required from all PIU Personnel.

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

PIU'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 PIU'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 follow project COVID-19 related protection guidelines, as described in the Stakeholder Engagement Plan (SEP), Labor Management Procedure (LMP), Environmental and Social Management Framework (ESMF) and plans (ESMPs), and 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 which 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, or employment, or any sort of preferential treatment or favors, 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 favors, and other verbal or physical conduct of a sexual nature with PIU's or other Personnel.

11. not engage in Sexual Exploitation, which means any actual or attempted abuse of 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 behavior 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 Project. Where such 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 on 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 PIU staff will follow the relevant requirements set out in LMP.

## RAISING CONCERNS

If you observe any behavior 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 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 to include name of the project; location on site; date and time of observation; nature and description of the misconduct; persons involved in the misconduct, if identifiable; impacts of the misconduct; and any supporting evidence.

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 behavior 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 PIU Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

#### **FOR PIU 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 PIU Personnel: [insert name]

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

Countersignature of authorized representative of the Employer:

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

**ATTACHMENT 1:** Behaviors constituting Sexual Exploitation and Abuse (SEA) and behaviors 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 behaviors:

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

- A PIU 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 PIU Personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- A PIU Personnel rapes, or otherwise sexually assaults a member of the community.
- A PIU Personnel denies a person access to any project Site unless he/she performs a sexual favor.
- A PIU 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**

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

## Appendix 6.2: CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

**Instruction:** To be implemented by contractors/subcontractors.

We are the Contractor, *[enter name of Contractor]*. We have signed a contract with *[enter name of Employer]* for *[enter description of the Works]*. These Works will be carried out at *[enter the Site and other locations where the Works will be carried out]*. Our contract requires us to implement measures to address environmental and social risks related to the Works, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Works. It applies to all our staff, laborers and other employees at the Works Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as "**Contractor's Personnel**" and are subject to this Code of Conduct.

This Code of Conduct identifies the behavior that we require from all Contractor's Personnel.

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

### REQUIRED CONDUCT

Contractor's Personnel shall:

21. carry out his/her duties competently and diligently.
22. acknowledge that adherence to this Code of Conduct is a condition of employment.
23. 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 Contractor's Personnel and any other person.
24. maintain a safe working environment including by:

- a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health.
- b. wearing required personal protective equipment follow COVID-19-related protection guidelines.
- c. using appropriate measures relating to chemical, physical and biological substances and agents; and
- d. following applicable emergency operating procedures.

25. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health.

26. avoid any conflicts of interest (such that benefits, contracts, or employment, or any sort of preferential treatment or favors, are not provided to any person with whom there is a financial, family, or personal connection).

27. respect reasonable work instructions (including regarding environmental and social norms).

28. protect and properly use property (for example, to prohibit theft, carelessness, or waste).

29. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers, or children.

30. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with another Contractor's or Employer's Personnel.

31. not engage in Sexual Exploitation, which means any actual or attempted abuse of 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.

32. 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.

33. protect children (including prohibitions against sexual activity or abuse, or otherwise unacceptable behavior towards children, limiting interactions with children, and ensuring their safety in project areas).

34. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage.

35. 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 Project. Where such 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.
36. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH).
37. report violations of this Code of Conduct.
38. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism; and,
39. contractor will follow the relevant requirements set out in LMP and ESMF (especially in ESS3 and ESS4).

## RAISING CONCERN

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

3. Contact *[enter name of the Contractor'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 Contractor to handle these matters]* in writing at this address [] or by telephone at [] or in person at []; or
4. Call [] to reach the Contractor's hotline (*if any*) and leave a message to include name of the project; location on site; date and time of observation; nature and description of the misconduct; persons involved in the misconduct if identifiable; impacts of the misconduct; and any supporting evidence.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. 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 behavior 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 Contractor's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

#### **FOR CONTRACTOR'S 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 Contractor's contact person(s) with relevant experience*] requesting an explanation.

Name of Contractor's Personnel: [insert name]

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

Countersignature of authorized representative of the Contractor:

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

**ATTACHMENT 1:** Behaviors constituting Sexual Exploitation and Abuse (SEA) and behaviors 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 behaviors

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

- A Contractor's 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 Contractor's Personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- A Contractor's Personnel rapes, or otherwise sexually assaults a member of the community.
- A Contractor's Personnel denies a person access to the Site unless he/she performs a sexual favor.
- A Contractor's Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

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

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