



# Labor Management Procedures

**SECOND CENTRAL AMERICA AND CARIBBEAN  
CATASTROPHE RISK INSURANCE PROJECT  
(P175616)**

**JUNE 2022**

CCRIF SPC | GRAND CAYMAN, CAYMAN ISLANDS

## List of Acronyms

CARICOM	Caribbean Community
CCRIF SPC	Caribbean Catastrophe Risk Insurance Facility Segregated Portfolio Company
COSEFIN	El Consejo de Ministros de Hacienda o Finanzas de Centroamérica, Panamá y la República Dominicana
ESF	Environmental and Social Framework
ESS	Environmental and Social Standard
GBV	Gender Based Violence
GM	Grievance Mechanism
LMP	Labor Management Procedures
OCT	Overseas Countries and Territories
OHS	Occupational Health and Safety
PIU	Project Implementation Unit

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# 1 Introduction

This document represents the Labor Management Procedures (LMP) developed in support of the Second Central America and Caribbean Catastrophe Risk Insurance Project (P175616). The procedures seek to safeguard the inclusion of appropriate measures to manage risks associated with employment under the project. The LMP identifies the main labor requirements under the project and established parameters to ensure that worker engagement is undertaken in accordance with both the requirements of the Labor Laws of the Cayman Island as well as the objectives of the World Bank’s Environmental and Social Framework (ESF), specifically the objectives of the Environmental and Social Standard 2 (ESS2)<sup>1</sup>: Labor and Working Conditions.

Based on the Project’s Environmental and Social Assessment, labor associated risks are considered low and are not expected to have any significant impact on the project. This is because the project is a technical assistance activity and will only engage approximately 3-5 direct workers. These risks are understood and are expected to be managed by the procedures outlined in this document. On a continuous basis during project implementation, CCRIF SPC is committed to reviewing the project-related labor risks and to address them through adequate measures in place to manage any adverse impacts that may arise. The LMP is a living document and may be updated throughout the project’s life cycle, when and if needed.

## 1.1 Project Description

The Project aims to improve the affordability of high-quality sovereign catastrophe risk transfer associated with earthquakes and climate-related events for CCRIF SPC participating countries. The Project will support efforts of COSEFIN, CARICOM countries and select Overseas Countries and Territories (OCTs) to strengthen their financial resilience to disaster risks. It will also strengthen CCRIF SPC’s own technical assistance program which supports continuous capacity building for disaster risk management (DRM) in member countries. The project consists of three (3) components:

1. Component 1: Parametric Geophysical Risk Insurance for COSEFIN Participating Countries

This component will enable the CCRIF SPC to retain more of the capital it generates from premium payments by funding some of the costs associated with providing COSEFIN countries with earthquake risk coverage. Component 1 will finance the following activities: a) Payment of reinsurance premia and/or swap premia to cover part of the risk associated with geophysical events of COSEFIN participating countries insured by the CCRIF SPC; (b) Payment of insurance payouts to COSEFIN participating countries in the event that a geophysical event occurs, and such occurrence constitutes an insured event; (c) Provision of technical assistance, consultancy

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<sup>1</sup> ESS2 – Labor and Working Conditions –

<https://thedocs.worldbank.org/en/doc/863471511809509053-0290022017/original/EnvironmentalSocialStandardESS2FactSheetWBESF.pdf>

ESS2 – Labor and Working Conditions Guidance Note –

<https://documents1.worldbank.org/curated/en/149761530216793411/ESF-Guidance-Note-2-Labor-and-Working-Conditions-English.pdf>

services and training to COSEFIN participating countries by the CCRIF SPC for the development, modification and/or implementation of insurance products associated with risks related to geophysical events and associated sub-hazards; and (d) Financing of the participation fee for COSEFIN countries to become members of the CCRIF SPC with access to geophysical-related coverage.

2. Component 2: Parametric Climate Risk Insurance for COSEFIN Participating Countries

This component will enable the CCRIF SPC to provide weather-related coverage to COSEFIN members as a measure to adapt to climate change. Component 2 will finance the following activities: (a) Payment of reinsurance premia and/or swap premia to cover part of the risk associated with climate-related events of COSEFIN participating countries insured by the CCRIF SPC; (b) Payment to COSEFIN participating countries in the event that a tropical cyclone, excess rainfall or other climate-related event occurs, and such occurrence constitutes an insured event; (c) Provision of technical assistance, consultancy services and training to COSEFIN participating countries by the CCRIF SPC for the development, modification and/or implementation of insurance products associated with risks related to climate-related events; and (d) Financing of the participation fee for COSEFIN countries to become members of the CCRIF SPC with access to climate-related coverage.

3. Component 3: Parametric Risk Insurance for CARICOM Participating Countries and Selected OCTs

This component will support the CCRIF SPC in providing weather-related coverage to participating CARICOM countries and selected OCTs to enable them to better adapt to climate change. Component 3 will finance the following activities: (a) Payment of reinsurance premia or swap premia to cover part of the risk associated with climate-related events of CARICOM participating countries insured by the CCRIF SPC; (b) Payment to CARICOM participating countries in the event that a tropical cyclone, excess rainfall or other climate-related event occurs, and such occurrence constitutes an insured event; (c) Provision of technical assistance, consultancy services and training to CARICOM participating countries by the CCRIF SPC for the development, modification and/or implementation of insurance products associated with risks related; (d) Financing of the participation fee to become a CARICOM participating country with access to climate-related coverage; and (e) Provision of technical assistance for the delivery of training activities for the benefit of selected OCTs in the subregion to better understand the CCRIF SPC products and services, in particular sovereign parametric insurance mechanisms. By funding the main costs associated with providing CARICOM countries with climate related coverage, this component will enable the CCRIF SPC to retain more of the capital generated from premium payments, thereby generating a strong reserve base and contributing to the goal of providing participating countries with efficient access to catastrophe insurance.

## 2 Overview of Labor Use on the Project

The measures established in this LMP are applicable to all project workers, whether full-time, part-time or temporary. The types of project workers to be engaged are direct workers<sup>2</sup>. No contracted workers community workers or primary supply workers will be engaged by the project.

Any full time or part time employees of CCRIF SPC working with the project will remain subject to the terms and conditions of their existing employment agreement or arrangement unless there has been an effective legal transfer of their employment or engagement to the project. ESS2 will not apply to such workers except for the provisions for Protecting the Workforce (ESS2 paragraphs 17-20-Child labor and minimum age) and Occupational Health and Safety (ESS2 paragraphs 24-30) if these persons are involved in project implementation and/or oversight<sup>3</sup>.

The breakdown of workers who will be engaged on the project is presented in Table 2.1.

Table 2.1- Labor use on the project

Category of Worker	Job Title	Number of Workers
Direct	Technical Advisor (Procurement Specialist)	1
Direct	Environmental and Social Specialist	1
Direct	Model Development Specialist	2
Direct	CA SP Consultant – Technical Expert Communication & Marketing Specialist	2
Direct	Consultants for training to government officials	3
<b>Total</b>		<b>9</b>

### 2.1 Number, Characteristics and Timing of Project Workers

It is expected that the project will engage 6-9 direct workers. As a result of the specialized nature of the labor requirements, all workers engaged on the project will be experts in their field and therefore will be over the age of eighteen. It is likely that project workers will be hired from within the Caribbean

<sup>2</sup> Direct workers- People employed or engaged directly by the project (including the project proponent and project implementing agencies) to work specifically in relation to the project

<sup>3</sup> CCRIF SPC is also supported by the contracted services of six separate and independent service providers who also would only be subject to ESS2 paragraphs 17-20 – Child labor and minimum age and paragraphs 24-30 – Occupational Health and Safety.

Community (CARICOM), El Consejo de Ministros de Hacienda o Finanzas de Centroamérica, Panamá y la República Dominicana (COSEFIN) or select Overseas Countries and Territories (OCTs) within the region. Due to expertise required for technical roles, it is possible that consultants may be engaged internationally. The Environmental and Social Specialist will be engaged by the end of June 2022 until the project closing. The Consultants for the training of government officials are expected to be engaged by July 2022.

### 3 Assessment of Key Potential Labor Risks

The potential labor risks for the project are very low, since the purpose of the project is to improve the affordability of high-quality, sovereign catastrophe risk transfer associated with earthquakes and climate-related events for CCRIF SPC participating countries. The project will not finance any physical works or procurement of goods. The project will rely on the CCRIF SPC’s existing staff and outside service providers and 6-9 direct workers hired as consultants. In addition to the Procurement Specialist and the Environmental and Social Specialist, only a small number of consultants will be hired, mainly for the purpose of delivering technical training for government officials, therefore there is no risk of child labor or labor influx. The labor risks are presented in Table 3.1.

Table 3.1-Potential project labor risk by project component

Project Component	Key Identified Labor Risks	Proposed Measures
Component 1- Parametric Geophysical Risk Insurance for COSEFIN Participating Countries	<ul style="list-style-type: none"> <li>• General minor workplace injuries</li> <li>• Discrimination and harassment in the workplace</li> <li>• Non-access to equal opportunities</li> <li>• Lack of transparency in terms of conditions of employment</li> <li>• Transmission of COVID-19</li> </ul>	<ul style="list-style-type: none"> <li>• Implement and adhere to proper Occupational Health and Safety (OHS) measures</li> <li>• Implement the of Code of Conduct</li> <li>• Training</li> <li>• Ensure all workers have access to a grievance mechanism</li> <li>• Adhere to COVID-19 transmission prevention protocols</li> </ul>
Component 2- Parametric Climate Risk Insurance for COSEFIN Participating Countries		
Component 3- Parametric Risk Insurance for CARIOM Participating Countries and Selected OCTs		

#### 3.1 COVID-19 Considerations

As a result of the ongoing COVID-19 pandemic, there is the small risk of project workers contracting the virus. Consequently, proper measures in accordance with national laws and regulations, and international good practices will be applied. Consequently, the project will be guided by good international industry practice (GIIP) including:

- ILO Occupational Safety and Health Convention, 1981 (No. 155)
- ILO Occupational Health Services Convention, 1985 (No. 161)
- WHO International Health Regulations, 2005

- WHO Emergency Response Framework, 2017
- WHO Guidance on COVID-19, 2020

The project will also ensure that adherence is made to the World Bank’s guidance note “ESF/Safeguards Interim Note: COVID-19 Considerations in Construction/ Civil Works Projects (April 1, 2020)”<sup>4</sup>.

The project will ensure the following:

- A detailed COVID-19 transmission prevention plan is developed, and implemented/ All project workers adhere to CCRIF SPC’s COVID-19 transmission prevention plan;
- OHS training will include training for project workers on hygiene and other preventative measures.
- A communication strategy for regular updates on COVID-19 related issues and status of any workers that may be affected by the illness.
- Project workers will be provided with the adequate PPE (as needed) to safely carry out their duties.

## 4 Brief Overview of Labor Legislation in the Cayman Islands- Terms and Conditions

### 4.1 Labour Act (2021 Revision)

The Labour Act (2021 Revision) is the overarching legislation which regulates the terms and conditions of employment in the Cayman Islands. Under the Labour Act, employment contracts must adhere to the base protections provided by the Act. The Act provides that a provision of the statement of working conditions must be provided to workers within ten (10) days of entering an employment contract.

Part II of the act outlines requirements with respect to leave. Part III looks at remuneration and hours of work and includes considerations for minimum wage and penalties for not paying minimum wage. Part IV details severance pay while Part VII looks at unfair dismissal. Part IX looks at the administration of the act and the establishment of tribunals to deal with labour-related disputes between employers and employees. Part X of the Act protects against discrimination in the workplace as it relates to hiring, promotion, dismissal, tenure, wages, hours or other conditions of employment, by reason of a race, colour, creed, sex, pregnancy or any reason connected with pregnancy, age, mental or physical disability (provided their ability to perform the job is not impaired), political belief or the exercise of any rights under the Labour or any other law. It provides that a person who commits such offence and is liable on summary conviction to a fine of five thousand dollars and to imprisonment for twelve months.

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<sup>4</sup><https://worldbankgroup.sharepoint.com/sites/wbunits/opcs/Knowledge%20Base/ESF%20Safeguards%20Interim%20Note%20Construction%20Civil%20Works%20COVID.pdf>



**4.2 Gender Equality Law (2011)**

In addition to the general terms against discrimination by reason of sex in the Labour Act, the Cayman Islands also has the Gender Equality Law (2011) which provides more detailed provisions to eliminate gender-based discrimination in the workplace specifically related to sex, marital status, pregnancy or other gender characteristics. Employers may not ask employees for information that would not be asked of a person of the opposite sex, or of a different marital status or pregnant state, in a similar situation.

Under the Law, an employer is also liable for any act done by an individual employee whether or not it was done with the employer's knowledge or approval. However, if a complaint is made against an employer on this basis, it is a defense for the employer to show that all reasonable steps were taken to prevent the individual employee from committing a discriminatory act.

Additionally, under the Law workplace sexual harassment<sup>5</sup> is illegal and any person who believes he or she has experienced sexual harassment can make a complaint to the Gender Equality Tribunal. The Law also explicitly states that there must be equal pay for men and women for work done of the same value. If an employee files a discrimination complaint relating to his or her pay, the burden of proof to establish that equal remuneration has been paid rests on the employer.

**5 Brief Overview of Labor Legislation in the Cayman Islands- Occupational Health and Safety**

**5.1 Labour Act (Revision 2021)**

Part VIII of the Act covers Health, safety and Welfare at work. It provides that workplaces should be registered, and the registration information should include, but is not limited to the total number of workers, the address and location of the workplace, the operator of the workplace and a brief description of the type of work carried out in the workplace. Part VII also obligates every employer to ensure the health safety and welfare at work of their employee as follows:

<b>Health</b>	<b>Safety</b>	<b>Welfare</b>
Operator of every workplace shall: (a) keep it in a clean state; (b) keep it from becoming overcrowded; (c) maintain a reasonable temperature therein appropriate to the type	Operator of every workplace shall ensure: (a) adequate measures are taken for the prevention of fire therein; (b) adequate means of escape are provided for persons employed therein;	Operator of every workplace shall ensure: (a) there is an adequate supply of wholesome drinking water; (b) such facilities, as are reasonable under the circumstances, for employed

<sup>5</sup> Under the law sexual harassment is conceptualized as "unwanted conduct of a sexual nature against an employee by an employer or another employee in the workplace or in connection with the performance of, or recruitment of work". It is also an act which is threatened or imposed as a condition of employment on the employee or which creates a hostile working environment. Sexual harassment has the purpose or effect of violating the dignity of the employee or intimidating, degrading, humiliating or offending the employee.

<p>of work being performed;</p> <p>(d) provide adequate ventilation therein;</p> <p>(e) provide adequate lighting therein;</p> <p>(f) provide, where appropriate, effective means for draining floors; and</p> <p>(g) provide suitable and sufficient sanitary conveniences.</p>	<p>(c) machinery used therein is operated and maintained in such a manner as to be safe for all employees; and</p> <p>(d) any and all buildings comprised in the workplace and all parts thereof are of sound construction and properly maintained.</p>	<p>persons to sit during the course of their employment, are provided and maintained;</p> <p>(c) readily accessible first aid equipment is provided and maintained; and</p> <p>(d) such other facilities (such as canteens, mess rooms and rest rooms) as are reasonable under the circumstances are provided and maintained</p>
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Employers are also required to notify the Director of Labour of any non-minor industrial accident which occurs within the workplace or to any person in the employment of the operator and also of the occurrence of any occupational disease among any person or persons in the operator’s employment. The Act also puts the responsibility on employees to ensure that they follow the regulations in order to not cause harm to themselves and others.

## 5.2 Public Health Law (2002 Revision)

Under the provisions provided in Part VI-Notification, Prevention and Suppression of Disease, the Cabinet made regulations for the prevention, control and suppression of COVID-19.

## 5.3 Control and Management of COVID-19 Regulations, 2021

These regulations came into effect on September 24<sup>th</sup> 2021 and govern COVID-19 transmission prevention protocols (which would be relevant to the workplace), including, but not limited to public meetings, social distancing requirements and the wearing of masks.

The occupational health and safety (OHS) measures of the project will be proportional to the project’s risk and impacts and will be implemented to address:

- (a) identification of potential hazards to project workers, particularly those related to COVID-19;
- (b) Provision of preventive and protective measures, including modification, substitution, or elimination of hazardous conditions or substances;
- (c) Training of project workers and maintenance of training records.
- (d) Documentation and reporting of occupational accidents, diseases and incidents
- (e) Emergency prevention and preparedness and response arrangements to emergency situations;
- (f) Remedies for adverse impacts such as occupational injuries, deaths, disability and disease.

## 6 Responsible Staff

The Environmental & Social Specialist will be selected by an Evaluation Committee appointed by CCRIF SPC. The Environmental & Social Specialist will be assigned the role of Project Manager (PM). The PM at the CCRIF SPC Project Implementation Unit (PIU)<sup>6</sup> will work closely with the CCRIF SPC Management on the recruitment and engagement of all project workers. The PM will also be responsible to ensure that all project staff receive any relevant OHS training. This will include training on the prevention of the transmission of COVID-19. The PM will also ensure that any received project worker grievances are resolved in a timely manner.

## 7 Policies and Procedures

Given the nature of the project, no major labor-related risks are expected. However, the Bank's provisions on Labor and Working Conditions apply given that the project will engage with direct and contracted workers. Therefore, any contracts must also be consistent with the labor provisions outlined in the World Bank's Environmental and Social Framework. Mitigation measures will be established by incorporating standardized clauses in the contract documents so that all workers are aware of the project's Environment and Social obligations ([Annex 1- Sample E&S Clauses](#)). The project implementation agency, CCRIF SPC will ensure compliance with the clauses. These clauses will include non-tolerance of gender-based violence (GBV), sexual harassment and sexual exploitation and abuse (SEA), discrimination. Project workers will be employed on the basis of equal opportunity and there will be no discrimination as it relates to compensation, working conditions and terms of employment. Workers will be given and receive training on the Code of Conduct as well as any OHS measures required under ESS2.

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The project will commit to safety considerations in the conduct of all its activities.

The project will ensure that the necessary procedures and training for all project employees so that all activities are conducted in a safe environment.

Employees will be responsible, subject to their roles, for the maintenance of a safe environment including the assessment of risks and actions to mitigate minimize and manage risks to the safety of the work environment.

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

The Environmental and Social Specialist of the project is responsible for the implementation and monitoring of the safety management systems of the project. The Environmental and Social Specialist will develop sub-policies, guidelines, procedures, instructions and training and awareness materials to support this policy, if needed.

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<sup>6</sup> The PIU is comprised the E&S Specialist, Consultants for training and the CCRIF COO/designated staff. The PIU will be virtual and meetings will be carried out mainly by video conference.

## 8 Age of Employment

It must be noted that it is not expected that there would be any risk of child labor on the project as a result of the nature of the activities and the skillset required for any direct workers engaged by the project. Hence the project will not hire any children.

The Cayman Islands doesn't have a set minimum age requirement for employment. However, the Education Law, 2016 and the Education Regulations, 2017 state that a child of compulsory school age may not work during school hours, with compulsory school age been defined as between the ages of 5-17 or the upper limit being when the child has met the requirements of obtaining a secondary school diploma or its equivalent. Section 80A the Labour Act (2021 Revision) outlines the worst forms of child labor which includes any labor activity that may harm the health, safety and morals of the child. However, the section also allows that the Cabinet may make regulations to authorize the employment of, or work by, a child of age sixteen years or over where the health and morals of the child are fully protected and the child has received adequate specific instruction or vocational training relevant to the employment or work.

Given that there is no explicitly defined age of employment in the Cayman Islands and the nature of the work required for the project, the age of employment for the project shall be eighteen years. While it is not envisioned that any underage workers will be eligible to work on the project, project workers' ages will be verified by producing one form of valid identification. Acceptable forms of identification shall include:

- (a) National identification/registration card
- (b) Passport
- (c) Driver's License

## 9 Terms and Conditions

Under this Project, project workers will be provided with a written contract in accordance with the Labour Act (2021 Revisions), outlining the terms and conditions for executing the particular work for which they have been engaged. The terms and conditions of employment will make adequate provisions for periods of rest per week, and any leave to which the project workers are entitled as stipulated in the Labour Act. The contracts/ statements of working conditions will be provided within ten (10) working days and will include the following:

- (a) The job title, a brief statement of the general responsibilities and duties of the employee and of any special requirements or conditions of the job;
- (b) The regular hours of work, together with any particular terms or conditions relating to the hours of work;
- (c) The rate of remuneration, or the method by which it may be calculated;
- (d) The intervals at which remuneration is to be paid;

- (e) In the case of employees whose pay is normally stated on some other basis other than hourly, the hourly equivalent save that in the case of persons remuneration wholly or in part by commission the rate of commission should be stated;
- (f) The period of employment, if other than indefinite
- (g) The period of probation, if any;
- (h) The employee’s holiday entitlement or the method by which it may be calculated;
- (i) The employees entitlement to sick leave; and
- (j) The length of notice which the employee is obliged to give and is entitled to receive to terminate the contract of employment.

If subsequent to the provision of the statement of conditions of employment/contract, any material change is made to any of the terms of employment established in the statement, the employer should immediately provide the employee with an amended statement which includes the change. Any employer who fails to furnish a statement (whether original or amended) to an employee within seven (7) days of it being requested in writing by the employee to whom it relates commits an offence.

Project workers will also be given a Code of Conduct as part of their contract (sample Code of Conduct has been included as Annex 2).

## 10 Grievance Mechanism

The Grievance Mechanism (GM) will specify and train an individual who will be responsible for dealing with any sexual exploitation and abuse and of sexual harassment (SEA/SH) issues that might arise.

### Addressing Sexual Exploitation and Abuse and Sexual Harassment

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

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

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

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

**Sexual Exploitation (SE)** refers to any actual or attempted abuse of a position of vulnerability,

differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

### **Sexual harassment (SH)**

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

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

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

### **Survivor-centered approach**

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

SEA/SH grievances can be received through any of the available channels and will be considered as “High-profile grievances - that if not resolved promptly may represent significant risks to the environment or community”. A list of SEA/SH service providers will be kept available by the Project. Additionally, if an incident occurs, it will be reported as appropriate, keeping the anonymity and confidentiality of the complainant and applying the survivor-centered approach<sup>7</sup>. Any cases of SEA/SH brought through the GM will be documented but remain closed/sealed to maintain the confidentiality of the survivor. The WB will be notified as soon as the Project Manager and the E&S specialist learn about the complaint.

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

#### **ACTION 1: COMPLAINT INTAKE AND REFERRAL**

If the survivor gives consent, the CCRIF SPC E&S specialist fills in a complaints form excluding any information that can identify the survivor:

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<sup>7</sup> The survivor-centered approach is based on a set of principles and skills designed to guide professionals—regardless of their role—in their engagement with survivors (predominantly women and girls but also men and boys) who have experienced sexual or other forms of violence. The survivor centered approach aims to create a supportive environment in which the survivor’s interests are respected and prioritized, and in which the survivor is treated with dignity and respect. The approach helps to promote the survivor’s recovery and ability to identify and express needs and wishes, as well as to reinforce the survivor’s capacity to make decisions about possible interventions.

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

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

## **ACTION 2: INCIDENT REPORTING**

The CCRIF SPC E&S Specialist needs to report the anonymized SEA/SH incident as soon as it becomes known, to the Project Manager who will in turn inform the World Bank Task Team Leader (TTL) or directly to the TTL.

Complaint Forms and other detailed information should be filed in a safe location by the PIU Safeguards Specialist. Neither the CCRIF SPC E&S Specialist nor the Project Manager should seek additional information from the survivor.

SEA/SH incident reporting is not subject to survivors' consent but the CCRIF SPC E&S Specialist needs to provide ongoing feedback to the survivor at several points in time: (1) when the grievance is received; (2) when the case is reported to CCRIF SPC and WB; (3) when the verification commences or when a determination is made that there is an insufficient basis to proceed; and (4) when the verification concludes or when any outcomes are achieved or disciplinary action taken.

As long as the SEA/SH remains open the PIU Safeguards Specialist and/or Project Manager should update the World Bank TTL on the measures taken to close the incident.

## **ACTION 3: GRIEVANCE VERIFICATION AND INVESTIGATION**

Each SEA/SH incident should be verified to determine if it was related to the WB financed project. The CCRIF SPC E&S Specialist should form a SEA/SH verification committee comprised by her/him, one member of the PIU, one member of a local service provider and a representative of the contractor (if relevant). The PIU Safeguards Specialist should notify the SEA/SH Committee of the incident within 24 hours of its creation. The SEA/SH verification committee will consider the SEA/SH allegation to determine the likelihood that the grievance is related to the project.

If after the committee review, SEA/SH allegation is confirmed and it is determined that it is linked to a project<sup>8</sup>, the verification committee discusses appropriate actions to be recommended to the appropriate party—i.e., the employer of the perpetrator, which could be the CCRIF SPC or a contractor. The CCRIF SPC will ask contractors to take appropriate action. The committee reports the incident to the perpetrator’s employers to implement the remedy/disciplinary action in accordance with local labor legislation, the employment contract of the perpetrator, and their codes of conduct as per the standard procurement documents.

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

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

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

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

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

In addition to the project’s main GM channel, the GBV survivor can also approach the Bank directly, especially if the alleged perpetrator ends up being someone directly implicated with managing the GRM. The affected person can approach the Task Team Leader (TTL), the World Bank Caribbean country director, or any other Bank staff within the task team with whom he/she feels comfortable sharing.

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<sup>8</sup> Project actors are: (a) 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 (direct workers); (b) people employed or engaged through third parties (Project staff, subcontractors, brokers, agents or intermediaries) to perform work related to core functions of the project, regardless of location (contracted workers); (c) people employed or engaged by the Borrower’s primary suppliers (primary supply workers); and (d) people employed or engaged in providing community labor such as voluntary services or participation in project activities and processes (community workers).



## 11 Annex 1- Sample E&S Clauses

CCRIF SPC will ensure that all employees hired as part of the project:

- Ascribe to the principle of not harming people
- That gender-based violence, sexual exploitation, abuse and sexual harassment will not be tolerated
- That discrimination will not be tolerated in the workplace
- That 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
- Will receive training on the Code of conduct and OHS measures required under ESS2- Labor and Working Conditions
- That there is compliance with the relevant national and international legislated related to OHS at all times
- That there is compliance with the Environmental and Social Framework of the Bank, including ESS2
- That all health and safety measures in the workplace are adhered to.

## 12 Annex 2- Sample Code of Conduct

### CODE OF CONDUCT

I *[enter name of Project Worker]* have signed a contract with CCRIF SPC, 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]*.

This Code of Conduct is part of the measures to deal with environmental and social risks related to the Project.

This Code of Conduct identifies the behavior that will be required of me.

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

### REQUIRED CONDUCT

I shall:

- (d) carry out my duties competently and diligently;
- (e) 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 project Personnel and any other person;
- (f) 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 (PPE);
  - c) following applicable emergency operating procedures.
- (g) report work situations that I believe are not safe or healthy and remove myself from a work situation which I reasonably believe presents an imminent and serious danger to my life or health;
- (h) treat other people with respect and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
- (i) not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favours, and other verbal or physical conduct of a sexual nature with other Project Workers or Employer's Personnel;
- (j) 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. In Bank financed operations/projects, sexual exploitation occurs when access to or benefit from Bank financed Goods, Works, Consulting or Non-consulting services is used to extract sexual gain;
- (k) not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal coercive conditions;

- (l) not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
- (m) complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
- (n) report violations of this Code of Conduct;
- (o) not retaliate against any person who reports violations of this Code of Conduct, whether to the Employer who makes use of the grievance mechanism for Project Workers.

**RAISING CONCERNS**

If I observe behavior that I believe may represent a violation of this Code of Conduct, or that otherwise concerns me, I should raise the issue promptly. This can be done in either of the following ways:

1. Contact Gillian Golah, Chief Operations Officer, CCRIF SPC, in writing at [ccrif.coo@gmail.com](mailto:ccrif.coo@gmail.com) or by telephone 1 868 724 6230 or
2. Contact Desiree Cherebin, Deputy Chair of the CCRIF SPC Board of Directors, in writing at [dcherebin@caribsurf.com](mailto:dcherebin@caribsurf.com) or by telephone 1 246 230 7729

My 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. All reports of possible misconduct will be taken seriously and investigated by the Employer.

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

**FOR EMPLOYEE/CONTRACTED WORKER:**

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 Employer’s contact person(s) with relevant experience (including for sexual exploitation, abuse and harassment cases) in handling those types of cases]* requesting an explanation.

Name of Employee/Contracted Worker: *[insert name]*

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

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

Countersignature of authorized representative of the Employer:

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

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