**JAMAICA EDUCATION PROJECT (JEP) (P178595)**

**LABOUR MANAGEMENT PROCEDURES (LMP)**

**March 31 , 2025**

**ABBREVIATIONS**

CERC Contingent Emergency Response Component

DRF Dispute Resolution Foundation

ECD Early Childhood Development

EMIS Education Management Information System

ESCP Environmental and Social Commitment Plan

ESS Environmental and Social Standard

ESHS Environmental, Social, Health, and Safety

GBV Gender-Based Violence

GM Grievance Mechanism

GoJ Government of Jamaica

GRM Grievance Redress Mechanism

HRMD Human Resource Management Department

IPF Investment Project Financing

IT Information Technology

JEP Jamaica Education Project

LMP Labour Management Procedures

M&E Monitoring and Evaluation

MoEY Ministry of Education and Youth

NEPA National Environment and Planning Agency

NSC National Standards Curriculum

OHS Occupational Health and Safety

PATH Programme of Advancement Through Health and Education

PIU Project Implementation Unit

PWD Persons with Disabilities

SEA Sexual Exploitation and Abuse

SH Sexual Harassment

STEM Science, Technology, Engineering, and Mathematics

STEAM Science, Technology, Engineering, Art, and Mathematics

TA Technical Assistance

ToR Terms of Reference

WB World Bank

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# INTRODUCTION

The Ministry of Education Skills, Youth & Information (MoEY) of Jamaica is responsible for implementing the Jamaica Education Project (JEP) (P178595) financed by the World Bank. The Project’s Development Objective is to improve teaching practices and learning conditions in secondary education and the use of information for decision-making in the education system.

The project consists of five components designed to enhance secondary education quality, infrastructure, data systems, institutional capacity, and emergency response mechanisms. **Component 1** focuses on strengthening teaching and learning by providing pre-service and in-service training for secondary teachers, developing a competency-based curriculum, and improving learning assessments. **Component 2** aims to improve access to quality and resilient school infrastructure, including the construction of a Science, Technology, Engineering and Mathematics (STEM) secondary school and the development of national construction standards. **Component 3** enhances information systems and student retention strategies by strengthening the Education Management Information System (EMIS) and developing early warning systems for student dropouts.. **Component 4** focuses on technical assistance, institutional strengthening, and project management, including developing STEM education framework, higher education, and early childhood education. **Component 5.** introduces a Contingent Emergency Response Component (CERC) to provide rapid response capabilities in case of national emergencies, reallocating uncommitted funds if necessary. This comprehensive approach seeks to transform Jamaica’s education system, improving teaching effectiveness, student retention, and school infrastructure​.

Pursuant to the World Bank’s Environmental and Social Framework for Investment Project Financing (IPF) Operations and given that **ESS2: Labour and Working Conditions** is a relevant standard for the project, the Borrower (in this case Jamaica) is required to develop Labour Management Procedures (LMP). The purpose of the LMP is to identify the main labour requirements and risks associated with the Project and assist Jamaica in determining the resources needed to address project-related issues. The LMP specifies how project workers will be managed in accordance with national law and ESS2.

The following constitutes the LMP for this Project.

# SECTION 1. OVERVIEW OF LABOUR USE ON THE PROJECT

1. ***Number and type of Project Workers***:

It is estimated that approximately 140- 200 persons will be hired throughout the project's lifecycle, tables 1 and 2 provides a deeper breakout. The Project Implementation Unit (PIU) will be hosted within the MOEY and led by a Project Manager reporting to the Permanent Secretary. To support the implementation, the PIU will also include the following staff: Executive Assistant, Financial Specialist, Education Officer (MOEY Supported), Procurement Specialist, Junior Engineer, Finance Assistant, ESF Consultant- part-time, ICT Specialist (MOEYI Supported) and M&E Consultant- part-time (see Figure 1).

The roles and responsibilities of the PIU include: (i) preparation of annual activity plans and the procurement plan; (ii) coordination across the MOEY departments and agencies to ensure time-bound attainment of agreed targets; (iii) procurement and Implementation of Project Activities, (iv) Tracking and reporting on Project finances and coordinating external audits; (v) Reporting on monitoring and evaluation activities and updating the Project’s results framework; (vi) Engaging with key stakeholders on Project progress and outcomes; and (vii) Reporting to the Bank.

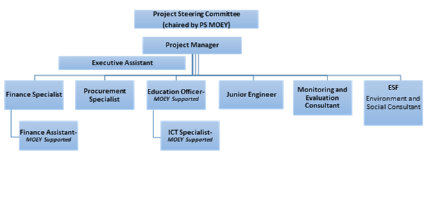


Figure 1: PIU Organisational Chart

The types of workerswho will be engaged in the project are direct, contracted, and community workers[[1]](#footnote-2). The direct workers will include public officers/civil servants. The civil servants who are on secondment to the project (Project Manager & Executive Assistant, will retain their substantive post in the Ministry). However, they will be governed by the terms and conditions of the project contract for their contracted period. Upon the expiration/termination of their contract with the project, the public officer shall return to their substantive post in their Ministry, Agency or Department.

Table 1: Type of Expected Workers

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Category of worker** | **Description** | **Positions** | **Type of work** | **Number estimate** |
| **Direct workers** | A worker engaged directly by the Borrower to work specifically in relation to the project. | * PIU * Land Surveyor * Various IT Personnel * EMIS Technical Support Consultant * Open EMIS Technical Assistance * Help Desk Solution to support Open EMIS Consultant * Local Sage Consultant * Short term Finance Consultant * Geotechnical Consultant * Curriculum and Training Support Consultant (2) * Supervision Firm * Design & Build Contractor * Training Coordinators & Capacity-Building Specialists * Curriculum Design & Educational Consultants & Specialists | Execution of various project activities | 38 persons (10 PIU, and approximately, 28 consultants/specialists will be hired over the project's lifetime. Based on the positions needed across the 5 components, there will be heavy reliance on short-term contracts and consultancy roles. |
| **Contracted Workers** | A worker employed or engaged through third parties to perform work related to core functions of the project. | * Land Surveyors * Engineers * Environmental Specialist * Administrative Staff * Masons * Labourers * Quantity Surveyors * ETC. | Execution of various project activities under the respective components | Approximately 50-70 persons to be hired by a contracting/subcontracting firms |
| Community Workers | People employed or engaged in providing volunteer community labour. | Community Liaisons, Community Employment | Conduct outreach, organize local meetings, raise awareness and provide labour on site. | Approximately 10-15 persons will be engaged from the community over the life of the project. |

***b) Characteristics of Project Workers***: The majority of workers on the project will be skilled workers, with some unskilled workers engaged as necessary. The project workers are anticipated to be local (male/female), with some technical specialists sourced from national institutions. To ensure alignment with the project's inclusive cross-cutting theme, Persons with Disabilities (PWDs) will be employed as applicable. Gender diversity is expected, though there will likely be a higher percentage of female workers in administrative and educational consulting roles.

***c) Timing of Labor Requirements*:** The PIU is established and implementation is underway. . Contracted workers are expected to be engaged on an ongoing basis as the project progresses. Labour demand will vary across project phases:

***1.*** Phase 1: **Planning** (2023-2024): This involves primarily PIU Staff and consultants.

2. Phase 2: **Implementation** (2024-2028): Peak demand for construction and contracted workers under various Components

3. Phase 3: **Closure & Evaluation** (2028): Gradual reduction in workforce with a focus on monitoring and reporting.

Workers will be hired throughout the project's implementation period, which will span over five (5) years under the five (5) project components.

***d) Contracted Workers*:** MoEY will manage contracts through procurement processes. Contracted workers will be engaged under all five (5) components of the Project, as the activities will include engaging contractors and consulting firms to provide goods, services, and works throughout the project's duration.

Table 2 below reflects the estimated number of workers per component (direct and contracted)

Table 2: Estimated Number of Workers per Component

|  |  |  |  |
| --- | --- | --- | --- |
| **Component** | **Activity** | **Type of Contract** | **Number of Workers Estimate** |
| **Component 1:** **Strengthening Teaching and Learning in Secondary Education** | Curriculum development | Consulting Firm | 5 – 7 |
| Teacher training & professional development | Individual Consultants / Training Firms | 15 – 20 |
| Development of assessment tools | Individual Consultants | 5 |
| Monitoring & Evaluation of teaching strategies | Individual Consultants | 2 |
| **Total for Component 1** | | | **30-40 workers** |
| **Component 2: Supporting Quality and Resilient School Infrastructure** | Construction of STEM school | Contractor for Civil Works | 50 – 70 (workers) |
| Electrical & plumbing installations | Subcontractor | 10 – 15 |
| Furniture & fixtures supply | Supplier / Vendor | 5 – 7 |
| Infrastructure audit & compliance | Individual Consultants | 3 – 5 |
| **Total for Component 2** | | | **80-100** |
| **Component 3: Strengthening Information Systems and Strategies for Student Retention** | Development & upgrade of Education Management Information System (EMIS) | IT Consulting Firm | 5 – 7 |
| Data analysis & student retention tracking | Individual Consultants | 5 – 6 |
| Social worker engagement for dropout prevention | Individual Consultants | 5 – 8 |
| Community engagement for student retention | Consulting Firm / NGO | 5 – 7 |
| **Total for Component 3** | | | 20-30 |
| **Component 4: Technical Assistance, Strengthening Institutional Capacity, and Project Management** | Project coordination & management | Individual Consultants | 5 – 7 |
| Stakeholder engagement & community awareness | Consulting Firm | 5 – 7 |
| Gender & social inclusion assessments | Individual Consultants | 3 – 5 |
| Procurement & financial management | Individual Consultants | 5 |
| **Total for Component 4** | | | **20-30** |
| **Component 5: Contingent Emergency Response (CERC – If Activated)** | Emergency school infrastructure repairs | Contractor for Civil Works (On-Call) | 5 – 10 |
| Supply of emergency learning kits | Supplier / Vendor (On-Call) | 3 – 5 |
| Psychosocial support & disaster response | Individual Consultants | 5 – 7 |
| **Total for Component 5** |  |  | **15-20** |
| **Grand Total for all Components** | | | **140-200** |

***e) Migrant Workers***: At this point, no significant migrant labour is anticipated.

# SECTION 2. ASSESSMENT OF KEY POTENTIAL LABOUR RISKS

1. ***Project Activities:***

The project will consist of five (5) components as follows:

* **Component 1** aims to improve teaching and learning process for quality secondary education through two subcomponents: (i) support to teaching in secondary education, and (ii) support to the articulation of flexible pathways and better use of learning assessments. These activities apply to all secondary schools.
* **Component 2** aims to improve access to quality and resilient school infrastructure through the development of an infrastructure strategy and construction standards for the sector and the construction of one model secondary STEM school.
* **Component 3** aims at supporting the development of an efficient information system to improve the overall management of the education sector and deploy targeted intervention strategies to support student retention, particularly at the secondary level. It includes two subcomponents: (i) strengthening of the Education Management Information System (EMIS) and (ii) strengthening of early warning systems and targeted interventions for student retention.
* **Component 4** aims at providing technical assistance to key aspects of the education system, strengthening institutional capacity, and managing implementation of project activities.
* **Component 5** is a Contingency Emergency Response Component (CERC). Due to Jamaica’s high vulnerability to natural disasters, including those exacerbated by climate change, and its vulnerability to global shocks, a CERC is included in the Project. The CERC is designed as a mechanism for rapid response in the event of an eligible emergency, which can be activated upon request from the Government. This component would not have any initial funding allocation, but in the event of an emergency, uncommitted funds could be reallocated from other components in accordance with an Emergency Action Plan prepared by the Government and the CERC’s implementation modalities.

1. ***Key Labour Risks:***

The key labour risks of this project are primarily associated with civil works, particularly Occupational Health and Safety (OHS) concerns. While a significant portion of activities will be carried out through consultancies, limiting overall labour risks, the project may still pose risks related to OHS and labour influx.

**Labour Rights Violations:** Several contractors may have subcontractors, as a result there is a risk of unfair wages, lack of benefits and excessive working hours.

**Child and Forced Labour:** Based on current conditions in the sector, the risk of children or forced labour is negligible and already managed through national legislation.

**Gender-based Violence (GBV) & Sexual Exploitation, Abuse, and Harassment (SEA/SH):** Construction workers are predominantly young males, with some female workers also present. This can sometimes lead to inappropriate or criminal behaviours, including sexual harassment, exploitative relationships, and, in some cases, illicit interactions with minors in the local community. A significant influx of male labour may also contribute to increased exploitative sexual relationships and a heightened risk of human trafficking, where women and girls may be coerced into sex work. The Sexual Harassment Act 2021, contains provisions that deals with sexual harassment in the workplace. It should be noted however that the Act does not deal with harassment in the general sense but deals specifically with harassment of a sexual nature.

**Occupational Health and Safety (OHS):** These risks are customary based on the nature of the construction. Construction hazards, potential hazards and exposure to dust and noise are key OSH risks.

# SECTION 3. BRIEF OVERVIEW OF LABOUR LEGISLATION: TERMS AND CONDITIONS

The project will adhere to Jamaican labour laws. Jamaica does not have a single, comprehensive law governing employment terms and conditions. Instead, labour laws are dispersed across multiple legislative instruments and provide a robust framework to govern various aspects. Employment terms and conditions are typically outlined in individual contracts and, where applicable, collective labour agreements in workplaces where a recognized trade union has bargaining rights.

The **Labour Relations and Industrial Disputes Act (LRIDA), Section 9(1)** governs the **right to strike**, allowing workers to engage in industrial action after reporting disputes to the **Ministry of Labour and Social Security (MLSS)**. However, under **Section 2 and the Second Schedule of the LRIDA**, strikes in **essential services** such as healthcare, water, and electricity supply are subject to **compulsory arbitration**, ensuring public welfare is not compromised. The **Charter of Fundamental Rights and Freedoms (2011), Section 13(3)(c)** further upholds workers' rights to **freedom of association**, allowing them to join and form trade unions without interference, a protection reinforced by the **Trade Union Act**, which prohibits employer retaliation against union members. Additionally, under **Section 5 of the LRIDA**, once a union represents the majority of workers in a bargaining unit, the employer must recognize it for collective bargaining purposes, with disputes referred to the **Industrial Disputes Tribunal (IDT), established under Section 11 of the LRIDA**.

Jamaica also mandates a **Grievance Redress Mechanism (GRM) for labour disputes** through the **Labour Relations Code (1976)**, which outlines procedures for **internal dispute resolution** before escalating matters to the **MLSS**. The **Employment (Termination and Redundancy Payments) Act, Sections 3 and 5** grants workers the right to challenge **unjust dismissals**. If unresolved internally, cases may be brought before the **IDT under Sections 11 and 12 of the LRIDA**.

The legal framework for **non-discrimination in employment** is outlined in **The Charter of Fundamental Rights and Freedoms (2011), Section 13(3)(i)**, which guarantees equality before the law. Additionally, the **Employment (Equal Pay for Men and Women) Act, Section 3(1)** ensures that **men and women receive equal pay for equal work**, while the **Disabilities Act (2014), Sections 6 and 37**, mandates that employers provide **reasonable accommodations** and prohibits discrimination against persons with disabilities.

**Sexual harassment in the workplace** is explicitly addressed in **The Sexual Harassment (Prevention) Act (2021), Sections 6, 7, and 8**, which requires **all employers to establish anti-harassment policies, provide training, and implement formal complaint procedures**. Failure to comply can result in **fines and legal consequences under Section 24**, and complaints can be escalated to the **Sexual Harassment Tribunal established under Section 20** of the Act. The law further ensures that **victims are protected from retaliation under Section 12**, allowing them to report cases without fear of termination or mistreatment.

As per Paragraph 10 of ESS2, workers will be provided with information and documentation regarding their terms and conditions of employment. These contracts will include information to protect workers rights and ensure fair treatment such as details on wages, benefits, working hours, rest periods, overtime compensation, and procedures for raising grievances.

As it relates to Paragraph 11 of ESS2, the legislation considered were the: **Minimum Wage Act**, **1938** and the supporting **National Minimum Wage Order**, **1975**, **Holidays with Pay Act**, **1947** and its supporting **Holidays With Pay Order**, **1973** and the **Maternity Leave Act, 1979.** The main gaps identified were that currently national law does not address the frequency of payments to workers and there is no requirement in legislation for workers to be advised as to the conditions under which deductions from wages will be made. However, the frequency of payments is normally addressed in the contract of employment and collective labour agreements, (where applicable) and in many instances these agreements address the statutory deductions to be made from the wages of workers.

As it relates to public officers, the Financial Administration and Audit Act Financial Instructions[[2]](#footnote-3) (which is a policy document) provides some guidance as to the date of payment of salary and allowances for monthly paid officers. These officers are to be paid on the 25th day of the month, unless the 25th falls on a Friday, Saturday, Sunday or Monday, in which case payment is to be made on the Thursday immediately preceding the 25th.

The **Minimum Wage Act** which is supported by Orders such as the **National Minimum Wage Order** sets out certain terms and conditions of employment of workers who fall within the remit of that legislation. These workers are normally persons who are paid the stipulated minimum wage and who do not have the bargaining power to negotiate for fair wages. **Section 2** defines the term “minimum wage” as:

*“any national minimum wage or the minimum wages fixed as hereinafter provided in respect of the particular occupation followed by the person concerned and applicable to that person*”.

The term “national minimum wage” is defined as the wage fixed under section 3 as a national minimum wage. In accordance with **Section 3(1**) of the Act,

*“the Minister may by order published in the Gazette fix minimum rates of wages for any occupation in the Island either generally or in any specified area, place or district in any case in which he is satisfied that the wages being paid to any persons employed in any such occupation are unreasonably low, and may, if he is satisfied that it is desirable so to do, fix a national minimum wage applicable…”*

The **Minimum Wage Act** and its supporting Orders are therefore not of widescale application to all workers in Jamaica. However, in practice the Act and Orders are used as a guide by some employers even though the workers in question receive payment in excess of the prescribed minimum wage. It is noteworthy that it is a criminal offence to pay workers sums which are less than the prescribed minimum wage.[[3]](#footnote-4) The **Minimum Wage Act** and **National Minimum Wage Order** address issues such as:

* the minimum payments to be made to workers;
* the hours of work, rest day, overtime payment and;
* deductions from wages.

It must be noted that by virtue of the **Employment (Flexible Work Arrangements)** **Miscellaneous Provisions Act, 2014**[[4]](#footnote-5) there are no set hours of work per day or set workdays. This means that an employer and worker can make arrangements to vary the work schedule and determine the start and end time of the work day, the number of hours worked each day, the number of days worked each week and/or the day of the week to work and agree to the arrangements in writing.

The legislation governing holidays with pay (vacation leave) and sick leave entitlements is the **Holidays With Pay Act** and its supporting **Holidays With Pay Order**. Pursuant to **Section 3** of **the Holidays With Pay Act**:

*“The Minister may by order direct that workers including casual workers, in any occupation shall be entitled to be allowed such holidays with pay, such sick leave with pay, such gratuities and such sick benefit as may be determined in such order”.*

**Section 2** of the **Holidays With Pay Order** defines “worker” as:

*“any person who has entered into or works under a contract with an employer, whether the contract be by way of manual labour, clerical work or otherwise, be express or implied, oral or in writing and whether it be a contract of service or of apprenticeship or a contract personally to execute any work or labour, but does not include-*

1. *any person employed by the Government…”*

Provisions relating to maternity leave and pay can be found in the **Maternity Leave Act,** **1979**. **Section 2** of this Act defines a “worker” as:

“*an individual of the female sex who works under or enters into a contract with an employer. This contract can be expressed or implied, oral or in writing and includes contracts of service or of apprenticeship”.*

The definition includes individuals employed in the service of the Government.

The **Staff Orders for the Public Service, 2004** set out the vacation, sick and maternity leave entitlement for public officers. In this regard note Chapter 7 of the Staff Orders.

The following are the main provisions in this legislation and the relevant provisions which will guide this Project:

1. **Minimum Wage Act, 1938 and National Minimum Wage Order, 1975**

* Wages, Deductions and Benefits-
* **Paragraph 4** of the **National Minimum Wage Order** (as amended in 2023) specifies the current national minimum wage. With effect from June 1, 2023, minimum wage earners are to be paid J$325.00 per hour for work done during any period not exceeding 40 hours in any week. This works out to J$13,000.00 per week (this rate is commonly referred to as the ‘single-time rate’). These workers are to be paid the sum of J$487.50 per hour for work done during any period in excess of 40 hours in any week (commonly referred to as the time and a half rate). If the worker works during any period on a rest day or on a public holiday, the applicable rate is currently J$650.00 per hour (commonly referred to as the double time rate).
* Under the project no worker will be paid below the minimum wage as established in the most recent National Minimum Wage Order.
* As relates to direct and contracted workers, the parties will arrive at the sums to be paid via negotiation. Public Officers will be paid in accordance with the relevant Government of Jamaica (GOJ) Circulars and/or any relevant Staff scale for the Public Service.
* Statutory deductions will be made for direct workers and Government workers. Contracted workers will be responsible for making their own payments to the relevant statutory authorities (National Insurance, National Housing Trust, Education Tax and Income Tax).
* Workers are to be informed of the conditions under which deductions are being made.
* Rest Breaks-
* Paragraph 3(1) of the National Minimum Wage Order allows the worker one day as a rest day. By virtue of Paragraph 3(2), the day on which the rest day is to fall in any particular week is to be determined by agreement between that worker and his employer.
* By custom and practice several workers obtain two days of rest depending on the industry in which they work.
* Under the project, workers will be entitled to at least one (1) rest day in each week, or such longer period as agreed in the contract of engagement/employment or collective agreement, if applicable. This will be applicable to all the types of workers engaged/employed to the project.
* A meal break of at least one (1) hour will be applicable.

1. **Holidays with Pay Act, 1947 and Holidays with Pay Order, 1973**

* Vacation and sick leave-
* The minimum standard in relation to annual holiday (commonly referred to as “vacation leave”) is set out in the Holidays with Pay Order.
* There is a qualifying threshold for a worker to be entitled to access vacation leave in a qualifying year. Any worker (other than a casual worker[[5]](#footnote-6)) should work for the employer for not less than 110 days in a qualifying year (Paragraph 3).
* Vacation leave earned during the year is not normally granted until the next succeeding year. However, the employer and worker can agree for vacation leave to be granted during the year (Paragraph 4).
* The minimum remuneration payable during vacation leave is specified in Paragraph 5. The worker is to be paid the normal wages earned in respect of the last normal working week prior to the commencement of vacation leave.
* Paid vacation leave excludes public holidays.
* Casual workers are entitled to the payment of a gratuity, where they have worked for not less than 110 days for the employer. (Paragraph 6).
* The duration of vacation leave/ holiday with pay depends on the number of days on which the worker has worked for the employer during the year.
* A worker who has worked for more than 220 days in a qualifying year and who has 10 or more years of service is entitled to 3 normal working weeks of vacation leave.
* If the person works for more than 220 days, the entitlement is 2 normal working weeks.
* If the person works for 110 days to 220 days, he/she earns 1 day for every 22 days worked. Any fraction of a day is to be reckoned as 1 day. (See the Schedule to the Order).
* If at the time of termination, the employee has any unused vacation leave, to which he is entitled, that should also be paid on separation, irrespective of who terminates the contract.
* The Holidays with Pay Order also addresses sick leave entitlement. By virtue of sub-paragraph (1) of paragraph 8, any worker (other than a casual worker) who becomes ill during the first 12 months of employment is entitled to be granted sick leave with pay of a duration of 1 day for every 22 days worked. After the worker has completed the first 12 months of his employment, he/she will be entitled to be granted sick leave with pay for a duration of 2 normal working weeks.
* Casual workers are entitled to sick benefit (Paragraph 9).
* Vacation leave and sick leave entitlements are to be governed by the provisions of the Holidays with Pay Act and Order as relates to direct workers. The contract of engagement/employment and collective agreements, if applicable can make provision for greater entitlements than those specified in the Act/Order. The entitlement of public officers are governed by the Staff Orders for the Public Service.
* Contract workers engaged under a contract for service (independent contractors) are not normally entitled to vacation and sick leave entitlement.

1. **Maternity Leave Act, 1979**

* Women are entitled to at least 12 weeks maternity leave, with 8 weeks paid if they have been working for an employer for 52 continuous weeks or, in the case of seasonal employment, for a period of 52 weeks during the previous 5 years and if they have fulfilled the other requirements for accessing the entitlement under **Sections 3** and **5** of the Act.
* Maternity leave may be extended by another 14 weeks without pay, for medical reasons, upon production of a medical certificate.
* An employee is not entitled to paid maternity leave more than three times per employer.
* Neither women under the age of 18 nor female domestic workers are eligible for paid maternity leave; domestic workers may access the benefit under the National Insurance Act.
* The provisions of the **Maternity Leave Act** will be applicable to direct and indirect project workers. The entitlement to leave and pay will depend on the fulfilment of the requirements/conditions under the Act.
* The entitlement of public officers are governed by the **Maternity Leave Act** and Chapter 7 of the Staff Orders for the Public Service.

# SECTION 4. BRIEF OVERVIEW OF LABOUR LEGISLATION: OCCUPATIONAL HEALTH AND SAFETY

1. Given the nature of this project the risks to health and safety is likely to be low due to adequate risk management and preventative measures.
2. **Chapter 12 of the Staff Orders for the Public Service** outlines the **government’s obligations** regarding **health, safety, and welfare** for public sector employees. The **Factories Act (1943) and its attendant regulations** provide **limited occupational health and safety protections**, covering **factories, construction projects, and docks**. However, **modern safety concerns** remain **unregulated** under this outdated framework. The **Occupational Safety and Health Bill (2017)** was introduced to **broaden OHS protections** but has not yet been enacted.
3. **Limitations of Existing OHS Regulations and Required Project Measures:** Due to the **limited scope of the Factories Act and the absence of comprehensive occupational safety and health legislation**, the following measures **will apply to this project** to safeguard workers:
   1. **Employer Responsibilities for Worker Safety:**
   2. All employers, including **contractors and subcontractors**, must **protect the health and safety of project workers** in the workplace.
   3. The term “employer” applies broadly to **all individuals or entities engaging project workers**.
   4. **Hazard Identification and Risk Management:**
      1. Employers must **identify workplace hazards and assess risks** to worker health and safety.
      2. **Eliminate risks where possible**; where elimination is impractical, **implement risk-reduction measures**.
   5. **Provision of Personal Protective Equipment (PPE):**
      1. Employers must **provide suitable PPE at no cost to workers** to **mitigate occupational hazards**.
   6. **Machinery and Equipment Safety:**
      1. Employers must ensure that **all machinery, equipment, and processes** under their control are **safe and as risk-free as reasonably practicable**.
      2. **Workers must report** defective machinery, unsafe equipment, or hazardous work processes to:
      3. Their **immediate supervisor**.
      4. The **ESF Consultant** or Jr. Project Engineer.
      5. A **trade union representative** (if applicable).
   7. **Worker Responsibilities for Safety:**
      1. Project workers must **take reasonable steps to preserve their own safety and that of their co-workers**.
   8. **OHS Training and Records:**
      1. Employers must provide **mandatory safety training at the start of employment** and **throughout the project**.
      2. Training records must be maintained, including:
      3. **Training descriptions**.
      4. **Number of training hours provided**.
      5. **Attendance records**.
      6. **Results of evaluations and competency assessments**.
   9. **Safe Workplace Access and Emergency Preparedness:**
      1. Employers must **ensure and maintain safe access to the workplace**.
      2. **Emergency areas must be clearly identified and communicated to all workers**.
   10. **First Aid and Medical Readiness:**
       1. **Suitable first aid equipment** must be available **on-site** at all times.
   11. **Ergonomic and Workplace Comfort Considerations:**
       1. Where feasible, **ergonomic equipment should be provided** to reduce worker strain and prevent injuries.

# SECTION 5. RESPONSIBLE STAFF

The PIU[[6]](#footnote-7) is responsible for the engagement of the project workers who are direct workers. The PIU has the overall responsibility to oversee all aspects of the implementation of this LMP including contractor’s compliance and will incorporate LMP requirements into the procurement and contracting packages for works/services/goods. This role will primarily be part of the responsibilities of the Procurement Specialist with support from the Executive Assistant. Contracted workers, will be required to liaise with the Procurement Specialist regarding contractual matters and directly interact with the Project Manager.

Contractors/Sub-Contractors will be engaged through the procurement process, where applicable. Contractors will be managed by the designated Project Manager. Sub-Contractors will be managed by the Contractor with whom they work. The PIU will monitor and supervise contractors through a regular monitoring system to ensure compliance with this LMP and ESS2 provisions.

The MoEY Human Resource Management Department (HRMD), which has oversight responsibility for health and safety, should provide guidance on health and safety management.

The MoEY HRMD/PIU will be responsible for training civil servants ( Project Manager, Executive Assistant, Financial Specialist, Education Officer (MOEY Supported), Procurement Specialist, Junior Engineer, Finance Assistant, ICT Specialist (MOEY Supported) )engaged in implementing the project. The Environmental & Social Consultant will provide guidance on the required training contractors and subcontractors must provide to their employees. Training will include raising awareness about health and safety matters that may arise in the workplace and how safety can be maintained in the workplace.

# SECTION 6. POLICIES AND PROCEDURESs

The following are additional policies and procedures applicable to this project:

**Employment Terms and Non-Discrimination**

i. Project workers will be provided with clear and understandable information and documentation regarding their terms and conditions of employment.

ii. Decisions relating to the employment and treatment of project workers should not be made based on personal characteristics unrelated to inherent job requirements.

iii. The employment of project workers will be based on the principles of equal opportunity and fair treatment. Discrimination, including but not limited to disability, gender, race, ethnicity, or any other protected category, is strictly prohibited. There will be no discrimination in any aspect 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, and disciplinary practices.

**Protection Against Sexual Exploitation, Abuse**

iv. Measures will be implemented to protect against sexual exploitation and abuse (SEA), sexual harassment (SH). These measures include:

a) The training of workers (including workers of contractors and their supervisors) on SEA/SH, human trafficking risks, and reporting mechanisms.  
b) The signing of a Code of Conduct by all project workers (public officers, direct and contracted workers), with specific provisions related to SEA, SH, and human trafficking. (A sample Code of Conduct is attached as Annex 1.)  
c) Ensuring the project’s grievance mechanism includes provisions for reporting SEA/SH concerns, with trained personnel equipped to handle such grievances sensitively and confidentially.  
d) Prohibiting any form of forced labour, or coercion of persons within project operations. Contractors and subcontractors must adhere to legal and ethical labour practices, ensuring that all workers are employed voluntarily and under fair conditions.  
e) Conducting due diligence on labour supply chains, particularly for contract and temporary workers, to mitigate risks of labour exploitation.  
f) Establishing worker verification procedures to ensure all workers are of legal working age and have not been recruited under exploitative or coercive conditions.

**Inclusion and Accessibility**

v. Reasonable arrangements must be made for project workers with disabilities, including:

* Inclusive recruitment and hiring practices.
* Accessible application and interview processes.
* Workplace accommodations and assistive technology (on a case-by-case basis).
* Flexible work arrangements.
* Tailored workplace safety and emergency preparedness protocols.

**Health and Safety Protections**

vi. The health and safety of project workers must be protected, and avoidable accidents must be prevented. Please refer to Section 4 of this document for more detailed information on the provision of PPE’s. Adequate training, supervision, and risk assessments must be conducted to ensure a safe working environment.

# SECTION 7. AGE OF EMPLOYMENT

The **Child Care and Protection Act of 2004** specifies the minimum age of employment of children. The term “child” is defined as a person under the age of 18 years. For the purpose of this project, no person under the age of 18 years will be employed, and this will be enforced at recruitment. This will be supervised through the Jr. Project Engineer & Environmental & Social Consultant. Works Contractors/consultants will be required to verify the age of all workers. This will require workers to provide official documentation, which could include a birth certificate, national identification card, passport, or medical or school record.

Contractors will maintain a list of hired project workers. If a child under the minimum age is discovered working on the project, measures will be taken to immediately terminate the employment or engagement of the child in a responsible manner, considering the best interest of the child.

# SECTION 8. GRIEVANCE MECHANISM FOR PROJECT WORKERS

A worker's GRM will be in place to allow direct and contracted workers to raise concerns to the PIU.

The contractors/sub-contractors engaged to the project are required to provide a Grievance Redress Mechanism (GRM) for their workers and inform the workers about it.

All 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 GRM easily accessible to all project workers and to allow for anonymous complaints. Information regarding the GRM for project workers to be managed by the PIU is provided below.

## 1. Reporting Channels:

* **Direct Complaint to E&S Consultant via JEP Office Hotline:** 876-905-9142 (a WhatsApp number will also be provided)
* **In-Person:** Submission to designated GRM officers (Environmental & Social Consultant, Jr. Project Engineer, Project Manager)
* **MOEYI Direct HR:** Submission for PIU Direct workers who are on secondment to the project from their substantive post within the Ministry: [jordan.wilson@moey.gov.jm](mailto:jordan.wilson@moey.gov.jm)
* **Submission to Contractor GRM**
* **Dedicated email address:** jepgrievances@moey.gov
* **Project GRM Website for anonymous submissions**

2. Handling Process:

* The grievance will be acknowledged within (3) working days of receipt

## 3. Registration & Categorization

* A Worker Grievance Management System will be created with internal support from the ICT Unit of the MOEYI, and the following categories will be developed:
  + Level 1: General workplace concerns (e.g. minor disputes, working conditions)
  + Level 2: Employment-related grievances requiring investigation (e.g., wages, contracts, unfair treatment).
  + Level 3: Serious concerns, including SEA/SH, discrimination, or unsafe work conditions, recurring urgent attention.

## 4. Investigation & Resolution

* The Environmental & Social Consultant & will investigate grievances within fifteen (15) working days.
* The process may involve:
  + Collecting evidence and conducting interviews.
  + Engaging relevant departments (MOEY HR)
  + Consulting labour laws and workplace policies
* Resolution & Feedback
  + A formal response with corrective actions will be provided to the complainant
  + If applicable, corrective measures will be implemented and monitored for compliance.
* Appeal Process
  + If a worker is dissatisfied with the resolution, they may escalate the grievance to an Independent Oversight Committee[[7]](#footnote-8) within ten (10) working days of receiving the decision.
  + The committee will review the grievance and issue a final decision within thirty (30) working days.
  + Workers also have the option to escalate unresolved grievances to the Ministry of Labour and Social Security (MLSS) or relevant legal bodies.
* Special Considerations for SEA/SH, Discrimination, or Workplace Safety Grievances
  + **Confidentiality:** Sensitive grievances, including SEA/SH or workplace safety issues, will be handled with strict confidentiality.
  + **Immediate Action:** Cases of serious misconduct will be escalated to HR and legal departments for urgent intervention.
  + **Worker Protection:** Retaliation against workers who file grievances is strictly prohibited and will be subject to disciplinary action.
* **Monitoring & Reporting**
  + The GRM team will maintain a confidential grievance log tracking all submissions, actions taken, and resolution outcomes.
  + Quarterly reports will be generated, summarizing grievance trends and actions taken to improve workplace conditions.
  + Periodic worker feedback sessions will be conducted to improve the effectiveness of the GRM.

# SECTION 9. CONTRACTOR MANAGEMENT

Each contractor engaged by the Project will be expected to adopt the protective measures outlined in this LMP. The contracts will include provisions, measures, and procedures to be put in place by the contractors to manage and monitor relevant OHS and labour issues.

Measures required of Contractors as part of the **bidding/tendering process will include:**

• Provision of medical insurance, sick pay, vacation leave and compensation in the event of death.

• Specific procedures relating to the workplace and the conduct of the work.

• Regular reporting on OHS and Environmental, Social, Health and Safety (ESHS) measures and matters during project execution.

• Code of Conduct, including provisions for SEA/SH.

• Labour GRM for workers. This will include identifying focal points and communication channels (for example, WhatsApp, SMS, and email) within the company to address workers’ concerns continuously and ensure that such channels are adequately resourced.

The contractor must provide workers with evidence of all payments made, including Social Security benefits, pension contributions, or other entitlements, regardless of whether the worker is engaged on a fixed-term contract, full-time, part-time, or temporarily.

## COMPLIANCE MANAGEMENT

Each third-party Contractor engaged by the Project will also be required to comply with periodic compliance checks. Compliance will be assessed through:

* Periodic audits, inspections and spot checks at project locations and work sites
* Review of labour management records and reports compiled by third parties.

To ensure compliance, Contractors must maintain and provide access to the following labour management reports and records as applicable :

* a representative sample of employment contracts or arrangements between third parties and contracted workers;
* records relating to grievances received and their resolution;
* reports relating to safety inspections, including fatalities and incidents and implementation of corrective actions;
* records relating to incidents of noncompliance with national law; and
* records of training provided for contracted workers to explain labor and working conditions and OHS for the project.

# Annex 1: Sample Code of Conduct

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, staff at the PIU in Ministry of Education Youth & Information for the JEP Project, acknowledge that adhering to environmental, social, health and safety (ESHS) standards, following the project’s occupational health and safety (OHS) requirements, and preventing Gender Based Violence (GBV), including sexual exploitation and abuse (SEA), and sexual harassment (SH) at the workplace, is important in and outside the context of this project, as further set out in this Code of Conduct. As such, we acknowledge that this Code of Conduct identifies the behaviour that is expected of all PIU staff for the Project [name of the Project].

Our 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.

For the purpose of this Code of Conduct, it is important to note that GBV is an umbrella term for any harmful act that is perpetrated against a person’s will and that is based on socially ascribed (that is, gender) differences between male and female individuals. GBV includes acts that inflict physical, mental, or sexual harm or suffering; threats of such acts; and coercion and other deprivations of liberty, whether occurring in public or in private life. GBV includes the following concepts:

* Sexual Exploitation and Abuse (SEA): Sexual exploitation is defined as 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 abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
* Sexual harassment (SH): Sexual harassment occurs between personnel and staff of the project and means any unwelcome sexual advance, request for sexual favors, and other verbal or physical conduct of a sexual nature.

A violation to this Code of Conduct, including failure to follow ESHS and OHS standards, or engaging in activities constituting GBV including SEA/SH—be it on the workplace, work sites, work site surroundings, at workers’ camps, or the surrounding communities—, constitute acts of serious misconduct, which contravenes the terms of employment, and are therefore grounds for disciplinary action up to and including termination of employment for PIU staff. Acts that may violate the laws of Jamaica will be additionally referred to the corresponding legal authorities, including for potential prosecution under criminal law.

**Commitments under this Code of Conduct**

I agree that while working on the project I shall:

**General**:

1. carry out my duties competently and diligently.

2. 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 staff, workers, and any other person.

**Regarding ESHS and OHS**

3. Attend and actively partake in training courses related to ESHS and OHS as requested by my employer.

4. Always wear my personal protective equipment (PPE) when at the work site or engaged in project related activities.

5. Implement the OHS Management Plan.

6. Adhere to a zero-alcohol policy during work activities and refrain from the use of narcotics or other substances which can impair faculties.

7. Report work situations that 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.

**Regarding equality of opportunity and treatment**

8. Treat women, children (persons under the age of 18), and men with respect regardless of race, color, language, religion, political or other opinion, national, ethnic or social origin, property, disability, birth or other status.

**Regarding discrimination and violence based on gender**

9. Not use language or behavior towards women, children or men that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate.

10. Not engage in SEA with project beneficiaries and members of the surrounding communities.

11. Not engage in sexual harassment with other project personnel and staff —for instance, comments on the appearance of another worker (either positive or negative) and sexual desirability; making unwelcome sexual advances, looking somebody up and down; kissing, howling or smacking sounds; hanging around somebody; whistling and catcalls; and offering or giving personal gifts.

12. Not engage in sexual favors —for instance, making promises of favorable treatment (e.g. promotion), threats of unfavorable treatment (e.g. loss of job) or payments in kind or in cash, dependent on sexual acts or other forms of humiliating, degrading or exploitative behavior.

13. Unless there is the full consent by all parties involved, not have sexual interactions with members of the surrounding communities or work colleagues. This includes relationships involving the withholding or promise of actual provision of benefit (monetary or non-monetary) to community members in exchange for sex (including prostitution). Such sexual activity is considered “non-consensual” within the scope of this Code.

**Regarding children under the age of 18**

14. Not engage in any form of sexual contact or activity with children under the age of 18—including grooming or contact through digital media. Mistaken belief regarding the age of a child or his/her consent is not a defense or excuse.

15. Bring to the attention of my manager the presence of any children on the construction site or engaged in hazardous activities.

16. Wherever possible, ensure that another adult is present when working in the proximity of children.

17. Not invite unaccompanied children unrelated to my family into my home, unless they are at immediate risk of injury or in physical danger.

18. Not use any computers, mobile phones, video and digital cameras or any other medium to exploit or harass children or to access child pornography.

19. Refrain from hiring children below the minimum age of 18.

20. Comply with all relevant local legislation, including labour laws in relation to child labour.

21. When photographing or filming a child for work-related purposes, I must:

a) Before photographing or filming a child, assess and endeavor to comply with local traditions or restrictions for reproducing personal images.

b) Before photographing or filming a child, obtain informed consent from the child and a parent or guardian of the child. As part of this I must explain how the photograph or film will be used.

c) Ensure photographs, films, videos and DVDs present children in a dignified and respectful manner and not in a vulnerable or submissive way. Children should be adequately clothed and not in poses that could be sexually suggestive.

d) Ensure images are honest representations of the context and the facts.

e) Ensure file labels do not reveal identifying information about a child when sending images electronically.

Disciplinary measures

The Ministry of Education Youth and Information (MOEY) shall be responsible for making decisions on the specific sanctions to be imposed on workers for violations to this Code of Conduct. I understand that if I breach this Code of Conduct, the MOEY will take disciplinary action according to the seriousness of the offense which could include:

* verbal notification (For Public Officers)/ warning for PIU staff employed by the Permanent Secretary
* written notification (For Public Officers)/ warning for PIU staff employed by the Permanent Secretary
* termination of employment

**Infringements sanctioned with verbal notification**

Those behaviors that do not cause relevant risks to the MOEY, other workers and/or its relationship with the communities. Verbal warnings may involve a reminder of the Code of Conduct and its applicability.

**Infringements sanctioned with written notification**

Those behaviors that cause minor risk to the MOEY, other workers and/or its relationship with the communities and/or the environment.

**Infringements sanctioned with termination of employment**

Those behaviours that cause substantive risks to the MOEY, other workers and/or its relationship with the communities and/or the environment, or behaviours that constitute serious misconduct in accordance with this Code of Conduct. In such cases, the termination of employment may be accompanied by a referral to the corresponding legal authorities. Cases of SEA or SH will always be considered serious misconduct. Recurrent offences to the Code of Conduct will also be considered serious misconduct.

Termination of employment shall be carried out in accordance with the laws of Jamaica.

I understand that it is my responsibility to ensure that the environmental, social, health and safety standards are met; that I will adhere to the occupational health and safety management plan; and, that I will avoid actions or behaviours that could be construed as GBV, including SEA and SH. Any such actions will be a breach of this Code of Conduct. I do hereby acknowledge that I have read the foregoing Code of Conduct, agree to comply with the standards contained herein, and understand my roles and responsibilities to prevent and respond to ESHS, OHS, and GBV issues. I understand that any action inconsistent with this Code of Conduct or failure to act, may result in disciplinary action.

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

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Direct Workers:** People employed or engaged directly by the Borrower (including the project proponent and the project implementation agencies) to work specifically in relation to the project. Where 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. However, consistent with the Bank’s ESS2, provisions in this LMP related to occupational health and safety shall be applied to them.

   **Contract Workers**: People employed or engaged through third parties to perform work related to core functions of the project, regardless of location

   **Community Workers:** People employed or engaged in providing community labour such as community organizing, reporting grievances or environmental concerns, supporting ceremonies (groundbreaking, handing over, ushering etc), community site watchman. [↑](#footnote-ref-2)
2. July 25, 2019. [↑](#footnote-ref-3)
3. **Section 5** of the **Minimum Wage Act, 1938**. [↑](#footnote-ref-4)
4. An enabling legislation which amended several legislation which restricted the implementation of Flexible Work Arrangements. [↑](#footnote-ref-5)
5. The term “*casual worker*” means *“any worker who is employed-(a) from day to day; or (b) for the performance of a particular task which normally cannot be performed in less than one working day”.* (Section 2(1) of the Holidays With Pay Act. [↑](#footnote-ref-6)
6. The Human Resource Department (HRMD) of the MoEY will be responsible for handling civil servant workers, training may be outsourced. [↑](#footnote-ref-7)
7. The Independent Oversight Committee will consist of approximately seven members representing the MOEYI and an independent mediator either trained by the Dispute Resolution Foundation (DRF) or a mediator directly from the DRF. [↑](#footnote-ref-8)