

## **Annex 2: PJIAE Labour Management Procedures (LMP) for the Project**

**Note:** This is a 'live' document and will be updated further as and when more information becomes available.

### **1. OVERVIEW OF LABOUR USE ON THE PROJECT**

**Number and Characteristics of Project Workers:** An overview of the requirements and characteristics of Project Workers to be engaged under the Project is given in the table below.

<b>Workers Type</b>	<b>Number of Workers</b>	<b>Local Residents</b>	<b>Imported/ Foreign Workers</b>	<b>Staff Under 18</b>	<b>Timing of Engagement</b>	<b>Type of Job or Skills</b>
PMU staff	8	6	2	0	Q2 2020 - Q4 2021	Technical & Financial Staff including E&S Specialist
Consultant's Staff	10	2	8	0	Q2 2020 - Q4 2021	Technical Staff: Project Manager (Resident Engineer), Engineers
PJIAE staff	262	262	0	0	Q2 2020 - Q4 2021	Airport operations and management
Contractor's Staff	80 to 100	65 to 80	15 to 20	0	Q2 2020 - Q4 2021	Skilled/Unskilled Labour & Technicians/Engineers

**Direct Workers:** About 8 workers will be employed by PJIAE as part of the Project Management Unit (PMU) of which 6 local and 2 foreign staff as Direct Workers. The Consultant will engage approximately 10 workers, of which 2 will be local staff and 8 will be foreign staff as Direct Workers. These Direct Workers will be mostly technical staff with skills in engineering, financial and environmental and social fields. Under Component 4, the Project would finance the PJIAE's personnel expenditures, which potentially include all the PJIAE staff, consisting of around 262 workers for the airport operation and management (except the PMU and Consultant's staff mentioned above), all of whom will be local but for two foreign workers.

Details of female workers to be hired under the Project are not known at this stage.

No community workers will be engaged under the Project.

**Contracted Workers:** The Project will engage one main Contractor for carrying out the overall implementation of the works with subcontractors for the supply and installation of materials and various equipment. The estimated number of contracted workers to be employed by the Contractor will be in the order of 80 to 100. About 65 to 80 local skilled and unskilled labour will be engaged by the Contractor and subcontractors for carrying out the construction activities and another 15 to 20 staff will be engaged as technicians and engineers being foreigners.

Workers under the age of 18 will not be permitted in the implementation of the Project.

Details of female workers to be hired under the Project are not known at this stage.

**Timing of Labour Requirements:** Project execution activities are expected to start in the second quarter of 2020 and to be completed in the fourth quarter of 2021.

**Migrant Workers:** It is not likely that any migrant workers will be engaged under the Project.

## 2. ASSESSMENT OF KEY POTENTIAL LABOUR RISKS

This section describes the following, based on available information:

**Project Activities:** A summary of the works proposed under the Project are:

- **Interior Construction:** New partitions, interior doors and hardware, ceilings, interior signage, restroom fittings/accessories, countertops, millwork, etc.;
- **Stairs:** New stair finishes, clean/replace handrail, parapets and guardrail on all stair cases;
- **Interior Finishes:** New finishes throughout the Terminal Building facilities;
- **Vertical Conveying Systems:** Elevators and escalators to be refurbished or replaced where damaged beyond repair. This includes from the basement, 1<sup>st</sup> floor to 2<sup>nd</sup> floor public/staff and service elevators;
- **Plumbing:** Existing plumbing (sanitary fixtures, domestic water, waste, vent and storm drainage piping, etc.) to be repaired or replaced where damaged beyond repair;
- **HVAC:** Remediation of all utility rooms, refurbishment/replacement of mechanical equipment and distribution devices, controls, etc.;
- **Fire Protection:** Existing fire protection piping to be replaced where damaged and replacement of all sprinkler heads;
- **Electrical:** Secondary power cabling, including repair and/or replacement of distribution panels, lighting, fire alarm, communications systems, CCTV, access control system, etc.;
- **Security Screening:** Replacement of all damaged passenger security screening equipment;
- **Baggage Handling System:** Replacement of belt systems, drivers, security screening machines, power distribution panels and control systems, new self-serve bag drop system;
- **Terminal Façade:** Replacement of all damaged and missing outer cladding and window panes;
- **Fixed & Loose Furnishings:** All new check-in and gate counters, immigration and emigration booths, new seatings, office furnishings, etc.;
- **Special Construction:** Replacement of all four existing passenger boarding bridges, including new pre-conditioned air and 400 Hz provisions.
- **Universal Access:** Restore Airport Terminal's facilities for the disabled to ensure universal access. These include the restoration of ramps, elevators and toilets for the disabled.

**Key Labour Risks:** The key labour risks which may be associated with the project activities could include:

- Lack of awareness on occupational health and safety requirements such as the use of personal protective equipment (PPE) and safe workplace practices;
- The conduct of hazardous work, such as working at heights and use of heavy machinery;
- Possible accidents due to the use of rotating and moving equipment;
- Electrical safety due to the use of or faulty electrical devices, such as cable plugs, cords, hand tools, etc.

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

This section sets out the **key aspects** of national labour legislation with regards to the term and conditions of work and how national legislation applies to different categories of workers identified in Section 1.

The overview focuses on legislation which relates to the items set out in ESS 2, paragraph 11 (i.e. wages, deductions and benefits). The Labour Legislation of Government of Sint Maarten (GoSM) will apply to all the Project Workers.

A brief overview of the legislation in terms of wages, deductions and benefits are summarized below:

- The Gross hourly minimum wages are given below:

Age	Hourly Wage (in ANG)
21 years and over	8.77
20 years	7.85
19 years	7.44
18 years	6.56

- The hourly minimum wages apply to all workers;
- A worker has the right to at least a wage that is equal to the current hourly minimum wage. However, employers may decide to pay higher wages;
- The weekly minimum wage is determined by multiplying the number of hours worked per week by the hourly minimum wage. The normal number of hours of work in a week is 40. The monthly minimum wage is calculated by multiplying the weekly minimum wage by 4.33 or the hourly wage by 173.33.

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

References: Veiligheidslandverordening (Safety Ordinance - AB 2013 GT no. 438) & Veiligheidsbesluiten I-III (Safety Decrees I-III - AB 2013 GT no. 348; no. 280; no. 350 ).

- Aim at enhancing the safety and health of labourers through the prevention of accidents and fire on the work floor and the promotion of a healthy working environment (e.g. temperature, light, sound, furniture, ambient air, provision of drinking water);
- The employer is obliged to properly implement and maintain adherence to all regulations and directives from these ordinances;
- Inspectors may issue a work stop order until violations are properly resolved;
- The employers must report accidents on the work floor immediately to the labour inspectorate in case of death and injuries requiring first aid attendance and/or hospital admittance. Follow up reporting is to be undertaken by the employer in case of partial or complete invalidity of a worker or workers may occur. The employer shall also report serious accidents in which no personal injury was the result;
- In the case of a construction company with more than 100 employees, a dedicated person responsible for safeguarding the health and safety of the employees must be appointed;
- Safety Decree I: Regulations on working environment (e.g. lighting, hygiene, temperature, ambient air quality, first aid; restrooms, changing rooms, canteens, night accommodations, PPE, safe operation of machinery, accident prevention);
- Safety Decree II: Detailed regulations on scaffolds, suspended working floors, gangways, ladders, working on roofs, cranes, lifting gear, winches, pulleys, suspensions, safety around construction and demolition sites;
- Safety decree III: Detailed regulations on construction, installation, operation and maintenance of reservoirs for liquids and gases.

#### 5. RESPONSIBLE STAFF

- PJIAE Management Board will be responsible for the engagement of the PMU staffing, their Consultant's staff and Contractor;
- The Human Resource Manager at PJIAE is responsible for all labor relations of the PMU staff;
- The Project Director of PJIAE will be responsible for the overall management of the PMU staff, their Consultant's staff and the Contractor;

- Environmental and Social (E&S) Specialist of PMU will oversee implementation of the occupational health and safety (OHS) aspects of the Project (awareness);
- Contractor's Environmental, Social, Health and Safety (ESHS) Specialist will be responsible for occupational health and safety (OHS) of the workers during implementation of the Project;
- Contractor's ESHS Specialist will be responsible for the training of the workers;
- E&S and Communication Specialists of PMU and ESHS Specialist of the Contractor will be responsible for addressing worker grievances (for PJIAE - E&S and Communication Specialists, for Contractor - ESHS Specialist, to be split into two paragraphs).

## 6. POLICIES AND PROCEDURES

PJIAE's Environmental, Health and Safety (EHS) Policy Statement is given in Annex 6 of the ESMP. The intent of the EHS policy statement is to reinforce the commitment by PJIAE to the EHS principles.

The requirements of this policy apply to PJIAE employees, entities, contractors and joint ventures under PJIAE's operational control. PJIAE's commitments include the following:

- Every employee and contractor working on behalf of PJIAE or working under a contract signed with PJIAE is expected to share PJIAE's commitment to pursue the goal of not harming people. The following elements will be integrated into the planning process of the parties involved in the execution of the works:
  - i. Environmental protection, occupational and community health and safety, gender equality, child protection and considerations for vulnerable people (including those with disabilities);
  - ii. There will be a provision made against sexual harassment, gender-based violence (GBV), sexual exploitation and abuse (SEA) and including HIV/AIDS awareness and prevention, and;
  - iii. Broad based, culturally appropriate stakeholder engagement on project activities, thereby earning the confidence of beneficiaries of PJIAE's activities and society at large, being a good neighbour and contributing to sustainable development of Sint Maarten.
- For the purpose of the Policy and/or Code of Conduct, the term "child" or "children" means any person or persons under the age of 18 years;
- PJIAE's policy is to comply with all health, safety, security and environmental laws, rules and regulations, not just because it is legally required, but also because PJIAE believes it is the responsible way to conduct its business and to promote greater environmental and social awareness and responsibility, at a minimum:
  - i. Apply good international industry practice to protect and conserve the natural environment and to minimize unavoidable impacts;
  - ii. Provide and maintain a healthy and safe work environment and safe systems of work;
  - iii. Protect the health and safety of local communities and users, with particular concern for those who are disabled, elderly, or otherwise vulnerable;
  - iv. Ensure that the terms of employment and working conditions of all workers engaged in the Works meet the requirements of the Labour Legislation of Sint Maarten and the International Labour Organisation (ILO) conventions to which the host country is a signatory;
  - v. Be intolerant of, and enforce disciplinary measures for illegal activities. To be intolerant of, and enforce disciplinary measures for GBV, inhumane treatment, sexual activity with children, and sexual harassment;
  - vi. Incorporate a gender perspective and provide an enabling environment where women and men have equal opportunity to participate in, and benefit from, planning and development of the Works;

- vii. Work co-operatively, including with end users of the Works, relevant authorities, contractors and local communities;
  - viii. Engage with and listen to affected persons and organizations and be responsive to their concerns, with special regard for vulnerable, disabled, and elderly people;
  - ix. Provide an environment that fosters the exchange of information, views, and ideas that are free of any fear of retaliation, and protects whistleblowers;
  - x. Minimize the risk of HIV transmission and to mitigate the effects of HIV/AIDS associated with the execution of the Works;
- PJIAE has a systematic approach to health, safety, security and environmental management designed to ensure compliance with the law through the implementation and use of environmental and safety management systems through their contractors;
  - PJIAE trains their employees and requires their contractors to be aware of and meet their responsibility for the protection of health, safety and the environment, and to achieve continuous performance improvement;
  - PJIAE actively identifies and manages risks to prevent or reduce possible adverse consequences from its activities;
  - PJIAE assesses and manages exposure of employees and contractors to EHS hazards in its operations;
  - PJIAE monitors the Contractor's environmental performance and undertakes a precautionary approach to environmental challenges;
  - PJIAE will regularly report on environmental issues on their website: <https://www.sxmairport.com>;
  - Employees, supervisors, operational managers or contractors who knowingly engage in or condone environmental health or safety violations are subject to disciplinary action including suspension or termination;
  - PJIAE will continue to engage its leadership and resources to effectively and efficiently implement and execute the commitments above.

The measures adopted to address significant safety risks of the Project are summarized below:

Description of the Risk/Impact	Mitigation Measures	Responsibility	
		Implementation	Supervision
Lack of awareness among workers on the ESHS risks and requirements of the Project.	<p>Before commencing the works on site PJIAE and the Contractor shall provide training to all heirs workers on basic ESHS risks associated with the proposed construction works and the workers' responsibility.</p> <p>The training program shall be repeated on a monthly basis.</p> <p>Contractor's site engineers will arrange weekly toolbox talks to the construction workers on ESHS risks associated with the construction activities that will be carried on that particular week.</p> <p>The Contractor's monthly training program will also cover topics related to Code of Conduct such as sexual harassment, particularly towards women and children, violence, including sexual and/or gender-based violence and respectful attitude while interacting with the local community.</p>	Contractor	PJIAE and its Consultant
Lack of relevant PPE's will increase the risk of worker's exposure to construction hazards.	<p>Contractor shall provide personal protective equipment (PPE) for workers, such as safety shoes, helmets, safety vests, masks, gloves, protective clothing, goggles, full-face eye shields and ear protection based on the work requirements.</p> <p>Workers shall maintain the PPE properly by cleaning dirty ones and replacing damaged ones.</p>	Contractor	PJIAE and its Consultant

Description of the Risk/Impact	Mitigation Measures	Responsibility	
		Implementation	Supervision
Risk of fall while working at heights.	Contractor shall install guard rails with mid-rails and toe boards at the edge of any fall hazard area. All workers shall use fall preventing devices such as full body harness in conjunction with the shock absorbing lanyards.	Contractor	PJIAE and its Consultant
Risk of accidents from being struck of machinery or moving equipment.	Contractor shall hire trained operators for the safe operation of specialised vehicles such as forklifts, including safe loading and unloading. Moving equipment with restricted rear visibility shall be outfitted with audible back-up alarms. Flagman will be provided to each moving equipment operator to guide the movement of equipment.	Contractor	PJIAE and its Consultant
Exposed or faulty electrical devices, such as cables, cords, hand tools, can pose a serious risk to workers.	Contractor shall mark all energised electrical devices and lines with warning signs. Contractor shall check all electrical cords, cables and hand power tools for frayed or exposed cords and following manufacturer recommendations for the maximum permitted operating voltage of the portable hand tools.	Contractor	PJIAE and its Consultant
Transport of material from the harbour to the airport will happen occasionally, and during these days, the increased traffic use of the road by construction vehicles will affect the movement of normal road traffics and the safety of the road-users.	The Contractor shall implement a 'Traffic Management Plan' approved in the C-ESMP, which will also be shared with the local traffic authorities. The Contractor shall avoid peak rush hours for transport of material. The Contractor shall place traffic signs and flagmen at required places to control the traffic. The Contractor shall employ trained drivers and regularly inspect vehicle safety.	Contractor	PJIAE and its Consultant
Emergencies at worksite results from the natural and man-made hazards, typically in the form of fire, explosions, leaks or spills.	The Contractor shall prepare an emergency preparedness and response as part of C-ESMP. The Contractor shall mark the fire escape routes and train the workers on emergency evacuation from the terminal in case of fire. Emergency drills shall be conducted on a regular basis. The Contractor shall have adequate fire extinguishers at the work site and all site Contractor's supervisors shall be trained with the operation of extinguishers. The Contractor shall have adequate spill kits for control of oil spills and leaks.	Contractor	PJIAE and its Consultant

The reports to be prepared for monitoring of compliance with OHS risks are summarized below:

#	Title of the Report	Contents of the Report	Frequency of Report Preparation	Report to be prepared by
1	ESHS Monitoring Report	Compliance status of the Project with the environmental and social mitigation and monitoring measures.	Monthly	Contractor
2	ESMP Monitoring Report	Compliance status of overall Project with ESMP requirements.	Quarterly	PJIAE
3	Incident Reports	Incident investigation reports for all major incidents covering details of the incident, root cause analysis, and actions taken to address the future recurrence of this event.	Initial investigation report within 24 hours; Detailed Investigation Report within ten days	Contractor

## 7. AGE OF EMPLOYMENT

- The minimum age for employment on the project is 18 years;
- The Government issued Identity Cards or passports will be used to verify the age of project workers;
- If underage workers are found working on the Project, the PJIAE will provide immediate notification to the Contractor and labour office and instruct immediate termination of the worker by the Contractor. If PJIAE is fined by local authorities because a contractor employed a minor, PJIAE will pass the cost of the to the contractor and the contractor must terminate the minor immediately.

## 8. TERMS AND CONDITIONS

Terms and conditions in terms of working hours and wages to be followed for the employment of workers in accordance with labour legislation of the GoSM are described in this section.

The legislation classify workers into two categories, non-schedule workers and schedule workers:

Non-schedule workers are employees with a regular five days, 40-hours-working week (during regular office hours between 07:30 hrs - 16:30 hrs).

Schedule workers are employees (e.g. security) whose working hours fall partly or completely outside the normal office (business) hours. These terms apply to PJIAE workers as Direct Workers as defined by the ESS 2 Labour and Working Conditions. Direct Workers are employed directly by the Borrower to work specifically in relation to the project. The terms and conditions of the PJIAE workers will not change as a result meeting the definition of Direct Workers<sup>1</sup>.

### A. NON-SCHEDULE WORKERS

#### **Working hours**

- Maximum 10 hours per day and a maximum average of 40 hours per week, calculated over a period of four weeks;
- Working hours including overtime amounts to a maximum of 50 hours per week calculated over a period of four weeks with the understanding that the total working hours per day including overtime should not exceed 11 hours and the working hours per week should not exceed 45 hours calculated over a 13 week period;
- A deviation is possible by means of a Collective Labour Agreement (CLA).

#### **Breaks**

- Employees working based on the “regular” working schedule are entitled to a break of maximum one (1) hour.
- The breaks are not part of the working hours and are therefore not paid at the hourly salary.

#### **Periods of Rest**

- In the period between 16:30 hrs at night and 7:30 hrs in the morning;
- Sundays;
- Official Holidays.

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<sup>1</sup> The PJIAE staff will be treated as Direct Workers because *Component 4 Support of PJIAE Operations* will finance select PJIAE Operating Expenditures limited to the salaries and benefits of PJIAE personnel during the implementation of the Terminal Building construction works under Component 1 of the Project. In this regard, all provisions of ESS 2 will apply to all the workers of PJIAE under the category “Project” and/or “Direct Workers.” The PJIAE has labour rules and conditions in alignment with the CLA and local labour laws and many of the requirements of the ESS 2. PJIAE has prepared this LMP and is included in the ESMP. These instruments and requirements will be shared with the PJIAE staff.

B. SCHEDULE WORKERS

**Working Hours**

The working hours per shift and per week amount to the maximum number of hours as reflected in the following diagram:

Type of shift	Maximum per shift	Maximum per week
<b>Day shift:</b>		
without overtime	10 hours	45 hours
including overtime	11 hours	55 hours
<b>Night shift:</b>		
without overtime	9 hours	45 hours
including overtime	10 hours	50 hours
<b>Stand-by:</b>	16 of the 24 hours	112 hours

**Breaks**

- The Employee, if he has to perform work for more than 6 hours per shift, is entitled to a break. The work of the Employee is alternated with:
  - i. a break of at least half an hour, if he has not performed work for more than 5 hours;
  - ii. breaks totaling at least 45 minutes combined, if he has performed work for more than 8 hours, but not more than 10 hours;
  - iii. breaks of at least 1 hour combined, in the event he has performed work for more than 10 hours.
- One of the breaks is at least one consecutive half hour and can be taken either 2 hours after the shift has begun or 2 hours before the shift is due to end.
- The breaks are not part of the working hours and are therefore not paid at the hourly salary.

**Periods of Rest**

- The daily rest period of the Employee shall be at least 11½ hours during a 24-hour period. In a period of 7 x 24 hours this daily rest period may be reduced once to a minimum of 8 hours.
- The consecutive rest period of the Employee per period of 7 x 24 hours amounts to a minimum of 36 hours or a minimum of 60 hours in a period of 9 x 24 hours. This rest period may be reduced once every five weeks to a minimum of 32 hours, respectively 54 hours.
- The Employee after having worked the night shift (which ends after 02.00 hours), is entitled to a rest period of at least 14 hours. In a period of 7 x 24 hours this rest period may be reduced once to at least 8 hours.
- The Employee after a series of 5 night shifts is entitled to a consecutive rest period of at least 48 hours.
- The Employee, within a period of 52 consecutive weeks, is entitled to at least 13 weekends off. A weekend off runs at least from Friday 18.00 hours to Monday 06.00 hours, or from Saturday 18.00 hours to Tuesday 06.00 hours, provided that at the most 6 of these 13 weekends off, start on Friday at 24.00 hours and on Saturday at 24.00 hours respectively.
- The different minimum rest periods are reflected in the following diagram:

Rest type	24 hours	5 nights shifts	7 x 24 hours	9 x 24 hours	52 weeks
Standard	11 ½	48	36	60	13 free of which 6 on a Saturday or a Sunday
Deviation	8	-	32	54	-
from	one day in a standard week of 7 x 24 hours		once every 5 weeks	once every 5 weeks	

### C. OVERTIME AND OVERTIME COMPENSATION

There is overtime in the following situations:

- If the employee works during his period of rest;
- If the employee works longer than the maximum period of labour per day or per week.

#### **Note:**

For an employee in part time service, overtime work only exists, if the hours worked exceed the average weekly working hours of an Employee in full time service.

### D. RULES RELATING TO OVERTIME

- If the employer calls upon the employee to work overtime during a day on which the employee is free according to his work schedule, then a minimum of three hours of overtime should be paid;
- The Employee who falls in salary classification 8 or lower, and on the orders of the direct line manager does overtime work, is entitled to overtime pay;
- The pay for overtime work amounts per overtime hour worked to the normal hourly salary increased by the overtime allowance, as stated in the next paragraph4;
- In calculating the overtime pay, by hourly salary is meant, the 1/173<sup>rd</sup> part of the relevant monthly salary of the Employee;
- The Employee will be awarded for overtime according to the 'Arbeidsregeling 2000' (Attachment in the CLA);
- In the event at least two hours of overtime work must be performed, immediately following the normal shift, or in the event an Employee is called during a current shift to perform duties during at least two hours, the Employer shall provide the Employee in question with a voucher of the amount of ANG25.00 to be used for obtaining a hot meal and is valid for 30 days after it has been issued. The Employee shall also be given a period of 30 minutes to consume this meal during working hours.

### E. OVERTIME COMPENSATION

Situation for compensation of wages are:

- Exceeding the maximum working hours - 150%;
- Overtime on a schedule day off - 200%;
- Overtime on a day of rest - 200%;
- Overtime on an holiday - 250%;
- Overtime in combination with night-time work (for schedule workers only) - 150%.

Further, employee and employer may agree in writing that instead of paying overtime in money it is compensated completely or partially in days off (time-back) according to the above mentioned overtime percentages.

## 9. GRIEVANCE REDRESS MECHANISM

PJIAE has an existing Grievance Redress Mechanism (GRM) in place to receive concerns and grievances from key stakeholders and the public affected by the Project. The Grievance Mechanism serves as a critical avenue to allow all the key users and stakeholders of the airport to send their complaints and/or concerns of the progress regarding the reconstruction of the airport terminal during the Project implementation. The GRM will address all these complaints within a reasonable time, protect against retaliation and allow for escalation of complaints. If complaints are not resolved in time by the GRM this should be reported to the PJIAE management board. A summary of the grievances received should be included in the monthly and quarterly monitoring reports.

If grievances are repeated, unresolved or submitted by several people, this should be escalated to the Unions or Labour Department. The GRM should be broadly communicated to all PJIAE staff.

In addition, the Contractor shall have a separate Grievance Redress Mechanism (GRM) in place to deal exclusively with those that involve workers employed by the Contractor for the construction activities. The Contractor will be responsible for managing their GRM.

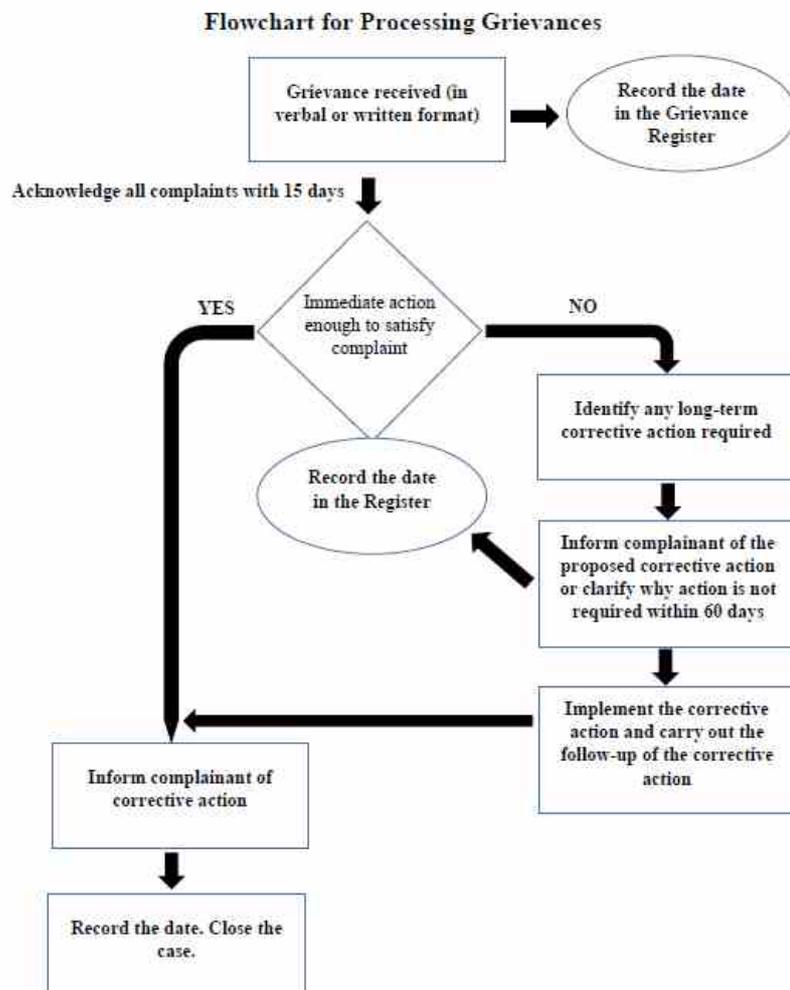
PJIAE will ensure and oversee that the Contractor shall implement their GRM.

**Key Stakeholders and Public can submit Complaints and Feedback through a number of channels at PJIAE**

The different reporting options and documents are available in the English language and include the following:

- Service Desk: Operational from 7:00 hrs in the morning to 7:00 hrs in the evening via telephone: 1-721-546-7778 or 1-721-546-7779;
- Email: [servicedesk@sxmairport.com](mailto:servicedesk@sxmairport.com) (for technical issues only);
- Facebook: <https://www.facebook.com/sxmairport> ;
- Instagram: <https://www.instagram.com/sxmairport/> ;
- SXM Website: Reporting safety related grievances on the tab > Airport Info > Safety Suggestion Form: <https://www.sxmairport.com/quality-assurance.php> ;
- Drop Boxes: Anonymous reporting of safety concerns through the Quality Assurance Drop Box found near the Check-In counter area;
- Reporting by telephone: 1-721-546-7507 (HR) or 1-721-546-7777, Passenger Experience Department (PED)
- Human Resources Department: Whistleblower Policy;
- Code of Conduct: Risk Assessment Policy (Investigation Team of Human Resources).

The GRM operated by PJIAE is depicted below.



## **10. CONTRACTOR'S MANAGEMENT**

The PJIAE will make reasonable efforts to ascertain that the Contractor and their subcontractors hire the workers from legitimate labour entities in the country. PJIAE may ask the contractors to provide the following information:

- Business licenses, registrations and permits of the local entities that supply labour to the Contractor and its subcontractors;
- Documents relating to a labour management system, including OHS issues (for example: labour management procedures).

## **11. COMMUNITY WORKERS**

Not relevant to the Project.

## **12. PRIMARY SUPPLY WORKERS**

The PJIAE will not directly procure any primary supply contracts. The main Contractor who subcontract the supply of materials and equipment for implementation in the project works will be responsible to include the same conditions and specifications on ESHS aspects to its subcontracting agreements.

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