



GRIEVANCE REDRESS MECHANISM

For

GAMBIA FISCAL MANAGEMENT DEVELOPMENT PROJECT

(P166695)

Ministry of Finance and Economic Affairs

Updated March 2020

Grievance Redress Mechanism

○ Objectives and grievances categories

The Grievance Redress Mechanism (GRM) is an essential tool that enables stakeholders to convey their grievances to the project and allows project to properly address them in a timely manner. For the purpose of this document, “grievances” refers to any formal concerns, complaints, suggestions or any other equivalent terms. It is anticipated that project related activities may induce grievances.

Categories of grievances include:

- ✓ Conflicts related to the diversion or suspicion of diversion of the workers benefits;
- ✓ Incidents due to lack of communication;
- ✓ Conflicts of interest;
- ✓ Conflicts between employers and employees related to late (or non-payment) of wages or bonuses;
- ✓ Disputes related to the removal or reduction of financial or non-financial benefits;
- ✓ Disputes related to the degrading treatment of certain executives;
- ✓ Disputes related to an administrative task.

○ Institutional Framework of the GRM Implementation

The GRM institutional framework is intended to provide a description of the various committees that will be set up by the Project Steering Committee (PSC) to achieve the objectives assigned by the project. It involves all stakeholders in the Project implementation process.

This GRM consists of two (02) levels:

- **Level 1:** The Project Implementation Unit which will be based at the Implementing Agency, the Directorate of Public Private Partnership (DPPP) of the Ministry of Finance. It will be chaired by the Director of DPPP.
- **Level 2:** The Project Steering Committee which will be composed of high-level officers representing all project stakeholders. It will be chaired by the Permanent Secretary of MoFEA.

○ The Grievance Redress Mechanism (GRM) Operational Procedures

During the GRM disclosure process, employees and stakeholders will receive a brochure of the GRM procedures. Alternatively, the content of this document will be read to illiterate workers who will confirm their understanding by signing a form.

Communities and individual workers who believe they are adversely affected by the Gambia Fiscal Management Development project may submit their claims to the existing process, the description of which is as follows:

Step 1: Grievance Receipt, Registration and Uptake Channels

The receipt and registration of grievances consists in allowing any worker or eligible person to convey their grievance to the various GRM management committees. In complex and/or sensitive situations, these grievances are made anonymously through the various channels

(email, letter/note, in person through a representative, etc.) to protect the plaintiff and to allow for an investigation. Each member of the committee constitutes an uptake channel where a complaint can be filed. Grievances can be submitted by:

- official mail;
- phone call (toll free number);
- sending an SMS (short message service);
- in person (staff who receive grievances verbally must put them in writing);
- e-mail;
- complaint boxes;
- etc.

Step 2: Assessment, Acknowledgement and Response

✓ Acknowledgment of receipt

Each member of GRM Committee receiving the grievance must inform the plaintiff (using the plaintiff's preferred acknowledgement of receipt/way of notification) () that the grievance has been received, that it will be registered by the relevant Secretary, given a reference number and assessed to determine its eligibility. When the plaintiff files the grievance in person, the acknowledgment of receipt is **immediately** given to him/ her and the notification to the relevant secretary must be made within **two days**. When the grievance is filed in other forms, the acknowledgment of receipt is sent within **a maximum of two days**.

✓ Assessment of eligibility

Eligibility is based on the following criteria:

- i. Does the plaintiff indicate whether a person, body/service or project activities or processes have had a negative impact or economic or social harm on the plaintiff or could have such impact or harm?
- ii. Does the grievance specify the type of existing or potential impact or harm, and how the person, service or structure has or may have caused such impact?
- iii. Does the grievance indicate that the plaintiff is the one who is impacted or at risk? Or it indicates that the plaintiff represents affected or potentially affected stakeholders?
- iv. Does the grievance not concern cases that have already been settled?
- v. Is the grievance documented? Any relevant details about the date, place, date of appointment, department/unit, copies of any letters or other documents to support the grievance?

The grievance eligibility assessment is made within **5 days** of receiving the grievance. If a grievance is deemed ineligible, the reasons for this decision must be provided to the plaintiff.

✓ Assignment of Responsibility:

The claims are referred to the competent agency/entity based on the plaintiff issue. Given that various partners will intervene in activities related to project activities, it is important that the PIU coordinates the GRM implementation and the response to the plaintiffs.

Plaintiffs are sent a response to their grievance through their chosen route. In total, grievances acknowledgement of receipt and its eligibility assessment are made within 5 days of the grievance reception.

Step 3: Investigation and Response Proposals

Investigation

The concerned Grievance Management Committee (PIU and PSC Grievance Management Committee) will review the details and grounds for the grievance with the assistance of a resource person, if necessary. Additional support or information may be gathered from other fitting source to more clearly describe the cause and effects of the grievance, its urgency or seriousness and its link to the project. Surveys may include an in-depth assessment (field visits, collection of evidence, technical expertise) to determine: the scale and impact of the grievance and what options there may be for appropriate responses or resolutions.

This GRM provides for two types of response proposals/decisions:

- direct action to solve the problem (awareness, training, compensation, conciliation or mediation);
- further assessment and engagement with the plaintiff and other stakeholders to jointly determine the best solution and its implementation.

The time for the response proposal **must not exceed 17 days** from the date of receipt of the grievance by the GMCs.

Step 4: Communication of the response proposal to the plaintiff and seeking an agreement

The committee held is responsible for communicating the proposed response, in writing or by any other means, in a language understandable to the plaintiff. Where appropriate, plaintiffs may be invited to meetings to review and revise the initial approach. The response should include a clear explanation for the proposed response, the nature of the response and the options available to the plaintiff in light of the response. If the plaintiff does not agree with the resolution proposed, he or she can refer the matter to the Project Steering Committee level; If an agreement is not reached at this level, the PSC members must ensure that the plaintiff understands what other official remedies (i.e. Labor Commissioner, courts, Ombudsman Office etc.) are available through the administrative or judicial system.

The answer must include a clear explanation of why the response is proposed. Options may be a proposed draft agreement, a referral to a higher authority, further dialogue on the proposed action or participation in the proposed evaluation and engagement procedure. In addition, the response must indicate all other organizational, judicial, non-judicial but official remedies that the plaintiff may consider (i.e. Labor Commissioner, courts, Ombudsman Office etc.)

Although it varies in practice, the proposed response must be communicated **within 15 days**

of receipt of the grievance. This period may be extended by 7 days depending on the nature or complexity of the dispute. Where grievance claim serious damage or risk and/or serious rights violations, the operational procedures of the GRM shall provide for an expedited response, either by the GRM or by referral to another instance with immediate notification to the plaintiff of this referral.

The plaintiff may or may not accept the proposed response. If the worker or plaintiff disagrees with the decision of inadmissibility, rejects the proposed direct action or refuses to participate in a more thorough assessment and engagement process with the stakeholders, the settlement authority must clarify the reasons for the refusal, provide additional information and if possible, revise the proposed response.

If an agreement is still not reached, the GRM committee that ruled on the complaint must ensure that the worker or plaintiff understands what other remedies may be available, through the administrative or judicial system. The GRM Committee must document the outcome of discussions with the plaintiff and clearly indicate the options that were offered and the reasons for the rejection.

Step 5: Implementation of the Proposed Response

The proposed response must be implemented when agreement has been reached between the worker or plaintiff and the GRM Committee to proceed with the proposed action or stakeholder engagement process.

When the initial proposed response is to start a process of evaluation and engagement of all stakeholders, this procedure may be carried out by the staff required by the GRM Committee to do so or by other entities considered as impartial and effective by the GRM committee, the worker or plaintiff and other stakeholders.

When a cooperative approach is possible, the GRM committees must be responsible for its oversight. These committees can directly facilitate the work of stakeholders, contract with a mediator or use traditional conflict resolution and consultation procedures (i.e. Labor Commissioner, courts, Ombudsman Office etc.)

Step 6: Re-assessment of the Proposal Response in Case of Failure

Several cases can lead to this:

- Failing to reach an agreement with the worker or the plaintiff on the proposed response;
- Multi-stakeholders' conflict where the evaluation procedure concluded that a

cooperative approach is not feasible.

In these cases, the GRM committees should review the situation with the plaintiff and see if a change to the response can satisfy the plaintiff and other stakeholders. If this is not the case, the GRM committee must inform the complainant of other potential alternatives, including judicial or administrative review mechanisms. If the grievance is lodged at the RGMC level, the latter must inform the plaintiff of the possibility escalating the matter to the EGMC. Regardless of the choice of the worker who filed the grievance or any other plaintiffs, it is important that the GRM committee that rendered the decisions, render and document the entire process.

Step 7: Referral of Grievance

If the plaintiff is satisfied with the proposed response, this should be documented by the GRM committees in charge of the process. In cases of serious risks and impacts and/or negative publicity, it may be appropriate to include documentation written by the plaintiff indicating his satisfaction after the response. In other cases, it will be sufficient for the relevant bodies to note the action and satisfaction of the plaintiff and other stakeholders. It may be useful to include lessons learned when the situation has been particularly complex or unusual.

If the grievance has not been resolved, the relevant GRM committee must document the steps followed, the communication with the plaintiff, and with other stakeholders if significant efforts have been made to initiate or finalize a procedure involving different stakeholders and decisions made by the company and the plaintiff regarding referral or use of other alternatives, including the judicial process.

In all instances, the GRM documents must maintain the confidentiality of details and provide disaggregated public statistics on the number and type of complaints received, the actions taken and the results obtained.

Accurate documentation using an electronic database is essential for public accountability, organizational learning and resource planning for the operationalization of the GRM.

GAMBIA



LABOR MANAGEMENT PROCEDURES

for

GAMBIA FISCAL MANAGEMENT DEVELOPMENT PROJECT (P166695)

Banjul, February 2020

1. PROJECT BACKGROUND AND OVERVIEW OF LABOR USE ON THE PROJECT

The Gambia is a fragile state with weak Domestic Revenue Mobilization (DRM) and inefficient management of public resources and State-Owned Enterprises (SOEs) limiting the Government of The Gambia's capacity to provide citizen centered services. Flawed tax policies and low capacity in tax administration limits fiscal space for public investment and services. An inefficient procurement system and lack of digitalization contributes to weaken the management of public resources limiting further the Government's capacity to provide basic public services. The performance of the SOE sector is seriously affected by weak corporate governance, limited oversight and low operational and financial performance. The SOEs are consequently a significant source of fiscal risk and their underperformance constrains economic growth. Continued state management and operation in the supply-side of the telecom sector limits its development and increases the fiscal risks.

The Project Development Objective (PDO) is to increase fiscal space and improve effectiveness of public resources management.

The proposed five-years operation, financed by IDA grant, seeks to improve Government effectiveness in fiscal management for better public service delivery. This will be achieved by: (a) enhancing The Gambia Revenue Authority's (GRA) compliance management, revenue risk analysis, and enforcement capacity, for broadening the tax base and improving voluntary compliance; (b) introducing electronic Government procurement (e-GP) and (c) improving financial and operational performance of State-Owned Enterprises (SOE) and reducing the telecom-related fiscal burden. The operation is built around two interlinked components that seek to address core challenges currently hampering fiscal management and service delivery. Component 1 aims at increasing fiscal space for public services and implementing reforms of The Gambia procurement system for a more efficient and better-quality procurement. Component 2 focuses on fiscal management of SOEs and restructuring plans of telecom SOEs and combines Results Based Financing (RBF), linking disbursements to the achievement of agreed upon performance indicators (DLIs) and TA. It aims to improve fiscal management of SOEs and support critical reforms in GAMTEL and GAMCEL that are fundamental to the strengthening of their financial viability and operational performance. Global experience in restructuring and repositioning telecom SOEs shows that it is good practice to resolve issues related to overstaffing and debt prior to seeking investor interest and options for divestiture. Hence, this component would support the work of the Transaction Advisory team to sound private sector interest for GAMTEL and GAMCEL.

The fact that this is a restructuring project, the Project Implementation Unit (PIU) and the government teams will have to ensure the sensitivity of a project of this kind. World Bank teams will always provide technical support to the project to mitigate the negative effects of the restructuring. Any person impacted by this project must be able to take advantage of all possible avenues of recourse.

Number of Project Workers

The exact number of project workers which will be engaged in relation to the Project is, currently, not known yet. As the project is a technical assistance project, the number of workers will mostly consist in the workers of the PIU.

The hiring process is still in the process of preparation. The number of workers to be involved in the implementation phase is estimated between 7 and 10 people.

Timing of labor requirements: It is expected that the implementation phase of the project would last approximately 5 years.

It is expected that Project will engage the following categories of project workers as defined by ESS2:

Direct workers: Direct workers will include the Project Implementation Unit. The estimated number of direct workers would not likely exceed 6 staffs. The PIU will be composed by a Coordinator, a Governance Specialist, a Legal Expert, a Financial Management Specialist, a Procurement Specialist and a Monitoring and Evaluation Specialist.

It is expected that direct workers would also include independent consultants, who are specialized in certain disciplines (such as social safeguards and community relations). These consultants are hired under individual contracts, on part-time basis, with specific definition of the assigned tasks and responsibilities. They will be consultants specialized in restructuring. The estimated number is 3. A Supervision Consultant will also be hired and responsible to oversee the access and the effectivity of the Grievance Mechanism.

Contracted Workers: Contracted workers would be hired.

Community workers: Community workers will not be employed in relation to this Project.

Migrant workers: Migrant workers will not be employed in relation to this Project. Nevertheless, they would have been protected by the Refugee Act, 2008 (Act No. 15 of 2008).

Considering the nature of the project, all workers will be over 18 and would likely average 30-40 years old. A special attention will be applied for a gender-neutral hiring process.

2. ASSESSMENT OF KEY POTENTIAL LABOR RISKS

Project activities

The Grievance mechanism will be accessible to all workers of the beneficiaries of the project. The PIU will ensure that this is effective.

Key Labor Risks

The key labor risks for this project as it is a technical assistance are low. They are basically the risks that every employee is exposed to: Layoff, Breach of contract, liability.

No other labor risks are significant. The Project is assessed as Low on gender-based violence (GBV) risk, however, the PIU will conduct a GBV awareness with the workers and the employer conduct mapping of GBV prevention and response actors in the project area of influence.

However, if other labor risks arise during project implementation, the PIU will develop procedures to prevent further impacts.

3. BRIEF OVERVIEW OF LABOR LEGISLATION: TERMS AND CONDITIONS

Below is the overview of the key aspects of the Gambia national Labor Code (2007) with regards to terms and conditions of work (ESS2, para 11).

Wages and deductions

The wages payable to an employee shall be paid in accordance with the terms of the contract of employment which will determine the form and amount of remuneration. Remuneration will be paid at least once a month. (article 76 of Labor Code). The minimum wage limit is not regulated by the Gambian legislation. The employer may deduct from the employee's remuneration following the article 77 (2)).

Working hours

There is nothing in the Labor Code of Gambia, about duration of work. This LMP fixes the duration of work to not exceed 40 hours per weeks (8 hours per day). This does not include time for meal breaks.

Rest breaks

The employees will have a meal break of 1 hour each workday. The duration of rest between working days shall not be less than 12 hours.

Leaves

An employee will have the right to enjoy paid leave (article 73 of Labor code). Leave does not include a period of temporary disability, and maternity leave (article 71). An employee, at her own request, will be given maternity leave in the amount of six months as it is written in the Gambian law. An Employee is entitled to accumulate days of paid sick leave provided for by Joint Industrial Council Agreement, collective agreement, or otherwise by his or her contract of employment up to a maximum of the entitlement attainable by any twelve months of employment.

Freedom of association

Workers and employers have the right to establish and join' workers employers' organizations of their own choice in accordance with the Constitution and laws of the Gambia. The articles 107 and following are ruling this mechanism.

Labor disputes

The Labor code of Gambia includes provisions that allow workers to resolve disputes in cases where there is a disagreement between the employer and the employee over the essential terms and conditions of a labor agreement or other aspects of work. Such disagreement will be resolved in compliance with the conciliation procedures. Indeed, the Industrial Tribunal may adjourn proceedings at any stage if it appears possible that the claim can be settled through conciliation (article 4 and following of the Industrial tribunal rules). These procedures imply direct negotiations between the employee and the employer in the presence of the appointed conciliator. If the parties fail to reach an agreement over the dispute the dispute continue before the court (article 48 of Labor Code).

The Gambian Labor Code 2007 applies to direct workers and contracted workers. Terms and conditions of direct workers hired on part-time basis are determined in their individual employment contracts. (see Annex 2)

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

The Law of Gambia on Labor Safety provides only one article in the Labor Code. Article 72 says that an employer who engages an employee in an activity specified in the second Schedule shall supply the employee, free of charge, the safety equipment or safety device specified in that schedule. Nevertheless, the activities of this project as a Technical Assistance Project would be limited to the restructuring and would not involve any dangerous or hazardous activities.

In any case in order to follow the requirements of the ESS2, all potential hazards to project workers' health and life will be identified at the design stage of the project.

The Law defines basic requirements and general principles of occupational safety for jobs that are dangerous, hard, harmful, and/or hazardous (article 72). The list of such jobs is provided in the ordinance of Government of Gambia. According to the mentioned list, the project is not considered to be inherently dangerous.

5. RESPONSIBLE STAFF

The Public Private Partnership Director carries out the recruitment of the Project Implementation Unit (PIU). The project will be implemented under direct supervision of the Ministry of Finance and Economic Affairs, with overall management and supervision of the PIU.

The PIU is supported by the Public Private Partnership Directorate and will be responsible for the following:

- Implementation of this labor management procedure to direct workers
- Monitor training of the project workers
- Ensure that the grievance mechanism for project workers is established and monitor its implementation.

The Legal Expert will oversee the Grievance Mechanism on a daily basis, on behalf of the PIU. As all the workers of GAMCEL and GAMTEL will have access to it, the high sensitivity of the labor risks regarding the proposed restructuring will require the utmost care of the PIU regarding the proceeding.

6. POLICIES AND PROCEDURES

This section outlines main policies and procedures to be followed during implementation phase of the project. This section will be updated and amended as needed, after different PIU's positions contracts have been awarded.

As specified in Labor Code of Gambia, the employment of project workers will be based on the principles of non-discrimination and equal opportunity. There will be no discrimination with respect to

any aspects of the employment relationship, such as recruitment, compensation, working conditions and terms of employment, access to training, promotion or termination of employment.

The PIU will inform the Bank about any significant event (labor issues) as soon as reasonably practicable, but no later than five calendar days after the occurrence of the event. Such events include strikes or other labor protests. The PIU will prepare a report on the event and the corrective action and submit to the Bank within 30 calendar days of the event.

7. AGE OF EMPLOYMENT

Gambia law, especially the Children's Act of 2005, prohibits anyone under 18 from performing hazardous work as public or private agricultural, industrial or non-industrial undertaking or in any of their branches. This project does not fall under any of the categories, but nevertheless the project will not hire anyone under the age of 18 years old.

8. TERMS AND CONDITIONS

The terms and conditions applying to PIU's employees are set out in the contracts (Sample of Contracts in Annex 2) which provides for the rights of employees in line with the national Labor Code, which is described in the section 3. These internal labor rules and regulations will apply to the PIU employees who are assigned to work specifically in relation to the project (direct workers).

Terms and conditions of part-time direct workers are determined by their individual contracts.

The work hours are 40 per week for direct workers who are PIU employees. The project will compensate its employees for overtime work with additional leave time. This option is not provided by the national Labor Code.

9. GRIEVANCE MECHANISM

Considering the high sensitivity of the Project, it has been decided that all the workers concerned by the project will have access to the Grievance Mechanism under the ESS¹.

Furthermore, the Gambian law, through its Ombudsman Act of 1997, offers a second system for public workers that have complaints regarding injustice, corruption, abuse of power, labor issues, maladministration and unfair treatment.

They can write their complaints themselves and bring it to the headquarters or regional offices. They may choose to give a verbal complaint and the complaints officer will take down the complaint in writing. The complaints should be submitted alongside all relevant documents such as appointment letters, contract documents, dismissal and any piece of evidence to support your complaint.²

¹ See the Annex 1.

² <http://ombudsman.gm/>

Due to the sensitivity of the project's purpose, the PIU developed a grievance mechanism that will be implemented for all the employees to address concerns. The establishment of this grievance mechanism is part of the proposed restructuring.

The workers grievance mechanism includes:

- a procedure to receive grievances such as comment/complaint form, suggestion boxes, email, a telephone hotline;
- stipulated timeframes to respond to grievances;
- a register to record and track the timely resolution of grievances;
- a responsible department to receive, record and track resolution of grievances.

The legal expert will monitor the recording and resolution of workers' grievances, and report these to the PIU in their monthly progress reports.

The workers grievance mechanism will be described in staff induction trainings, which will be provided to all project workers. The mechanism will be based on the following principles:

- The process will be transparent and allow workers to express their concerns and file grievances.
- There will be no discrimination against those who express grievances and all grievances will be treated confidentially.
- Anonymous grievances will be treated equally as other grievances, whose origin is known.
- Management will treat grievances seriously and take timely and appropriate action in response.

Information about the existence of the grievance mechanism will be readily available to all project workers (direct and contracted) and all the stakeholders through notice boards, the presence of "suggestion/complaint boxes", and other means as needed.

The Project workers' grievance mechanism will not prevent workers to use conciliation procedure provided in the Labor Code.

10. CONTRACTOR MANAGEMENT

The PIU will, if needed, use the Bank's 2018 Standard Procurement Documents for solicitations and contracts, and these include labor and occupational, health and safety requirements.

11. PRIMARY SUPPLIERS

Not Applicable

ANNEXE 1:

Grievance Redress Mechanism

○ Objectives and grievances categories

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If the grievance has not been resolved, the relevant GRM committee must document the steps followed, the communication with the plaintiff, and with other stakeholders if significant efforts have been made to initiate or finalize a procedure involving different stakeholders and decisions made by the company and

the plaintiff regarding referral or use of other alternatives, including the judicial process.

In all instances, the GRM documents must maintain the confidentiality of details and provide disaggregated public statistics on the number and type of complaints received, the actions taken and the results obtained.

Accurate documentation using an electronic database is essential for public accountability, organizational learning and resource planning for the operationalization of the GRM.

ANNEX 2A: Contracts samples

FIXED-TERM CONTRACT FOR SERVICES PROJECT KEY STAFF

FIXED-TERM CONTRACT FOR SERVICES

CONTRACT No. *[insert]*

THIS CONTRACT ("Contract") is entered into this *[insert starting date of assignment]*, by and between *[insert Client's name]* ("the Client") having its principal place of business at *[insert Client's address]*, and *[insert Staff member's name and position]* ("the Staff member") resident at *[insert Staff member's address]*³.

WHEREAS, the Client wishes to have the Staff member performing the services hereinafter referred to, and

WHEREAS, the Staff member is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services	The Staff member shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
2. Term	This Contract shall enter into force on <i>[insert date]</i> and shall remain in force until <i>[insert date]</i> subject to annual renewal, but not to exceed the closing date of the project
3. Justification of the deadline	The Staff member is admitted under the terms of the national legislation in force, justifying the affixing of a deadline because the Project has a limited duration.
4. Workplace	<ol style="list-style-type: none">1. The Client's place of work shall be at <i>[insert Client's address]</i>.2. In view of the specific nature of the Project(s), the Staff member will provide services wherever its activities take place including visits, evaluation and inspection.
5. Working period	The working period is eight hours/day in accordance with the national legislation in force.

³ Avoid use of "P.O. Box" address

6. Payment	<p>A. <u>Ceiling</u></p> <p>For Services rendered pursuant to Annex A, the Client shall pay the Staff member an amount not to exceed <i>[insert amount]</i> per month. This amount has been established based on the understanding that it includes all of the Staff member's costs, Reimbursable expenditures and profits as well as any tax obligation that may be imposed on the Staff member.</p> <p>Pursuant to the above provisions of this paragraph, the parties have agreed that:</p> <ul style="list-style-type: none"> - the employer pays the consultant the rate per month defined above; - the employer deducts at source the amount of the tax obligations to which the consultant is liable, as well as the pension contribution; - the consultant and the eligible members of his family (spouses and children) receive for medical care in X, a medical insurance taking charge of eligible medical expenses up to 80%. - the employer directly takes care of the costs related to professional travel in accordance with his procedures, which may be detailed in a procedure's manual. These professional trips must first be authorized by the project coordinator; - take direct charge of all other expenses previously approved by the project coordinator. <p>The tax provisions and the social security charges referred to are determined on the basis of the applicable amount as defined in Article ... of this contract.</p>

	<p>The above provisions in fact cancel all other provisions to the contrary, in particular those defined in paragraph B (reimbursed expenses), article 12 (insurance).</p> <p>B. Reimbursable expenditures</p> <p>The Client shall pay to the staff member reimbursable expenses, which include exclusively:</p> <ul style="list-style-type: none"> - Normal and usual expenses related to professional travel and medical insurance. The professional travel must have been authorized by the coordinator and the reimbursed cost is that of the travel in class lower than the first class - Such other expenses as approved in advance by the Client's coordinator. <p>C. <u>Payment Conditions</u></p> <p>Payment shall be made in <i>[specify currency]</i> not later than 30 days following submission of invoices in duplicate to the Coordinator designated in paragraph 7.</p> <p>Payments shall be made to Staff member's bank account <i>[insert banking details]</i></p>
7. Project Administration	<p>A. <u>Coordinator</u></p> <p>The Client designates Mr. / Ms. <i>[insert name and job title]</i> as Client's Coordinator; the Coordinator shall be responsible for the coordination of the services under the Contract.</p>
8. General duties	<ol style="list-style-type: none"> 1. The Staff member undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. 2. The Staff member undertakes to carry out his activity in a spirit of dedication and efficiency in order to contribute to the realization of the purposes for which he was hired.

	3. The Staff member undertakes to prepare and submit <i>[insert periodicity]</i> reports of activities.
9. Confidentiality	The Staff member is obliged to keep absolute confidentiality of all information, especially those of a confidential nature, to which he has access during the execution of the contract, otherwise, he will be held liable for his acts.
10. Law Governing Contract and Language	The Contract shall be governed by the laws of <i>[insert government]</i> , and by all its provisions not contrary to the financing agreement applicable to the project; <i>], and the language of the Contract shall be⁴ [insert language].</i>
13. Gaps and doubts	The provisions of the X approved by legislative decree X shall apply in integrating the gaps and solving any doubts arising from the clauses in this contract.
Overtime	Overtimes are not paid
Leave	The period of service is X months including his leave. At each one-year period of service, the contractor will be entitled to paid leave of 25 working days.

⁴ The law selected by the Client is usually the law of its country. However, the Bank does not object if the Client and the Staff member agree on another law. The language shall be English, French, or Spanish, unless the Contract is entered into with a domestic firm, in which case it can be the local language.

Standards and performance evaluation	<p>The Staff member undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. When an issue arises during the execution of this contract, he takes all the necessary corrective actions to give satisfaction to the client. A first joint evaluation of the Contractor's performance is conducted by coordinating the first year after six (6) months of service. Subsequently, regular evaluations are conducted jointly between the Staff member and the coordinator for each period of services for a period of twelve (12) months. These evaluations are intended to identify: (i) the degree of achievement of the objectives and work plan, (ii) the strengths and weaknesses deserving special attention, and (iii) the work plan for twelve (12) following months.</p> <p>The client will confirm the continuation of the contract based on the first year's performance evaluation and consider how the first six months evaluation recommendations have been taken into account.</p> <p>The annual renewal of the contract depends on the satisfactory performance evaluation of the Staff member by the Client. The performance evaluation will be done annually, up to one month before the end of the contract, by the UGPE Coordinator based on criteria of greater objectivity, informing the Staff member of the result of the same, in order to be able to respond in writing</p>
Ownership of Materials and products	<p>Any studies, reports or other material, graphic, software or otherwise, prepared by the Staff member for the Client under the Contract shall belong to and remain the property of the Client. The Staff member may retain a copy of such documents and software</p>

Staff member Not to be Engaged in Certain Activities	The Staff member agrees that, during the term of this contract and after its termination, the Staff member and any entity affiliated with the Staff member, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the consulting services for the preparation or implementation of the Project.
Assignment	The Staff member shall not assign this contract or subcontract any portion of it without the Client's prior written consent.
Dispute Resolution	Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be resolved in accordance with the laws of Cabo Verde.
Termination	<p>This contract expires at the end of the period originally stipulated or each renewal, as long as either of the parties informs the other in writing that they will not renew it, 30 days before the expiry of the deadline established.</p> <p>If events beyond the contractor's control render the performance of his services so delicate as to compromise their good performance, the contractor may terminate the contract. The contractor may terminate the contract or stop the performance of the Services at any time. In both cases, the contractor shall be entitled, unless the termination or interruption was based on a breach of his obligations, the fees and the reimbursement of certified reimbursable expenses due to him and to those corresponding to the period required for the cessation of services.</p>

Inspection and audits	The Staff member will authorize the Bank and / or persons recruited by the Bank to inspect the contractor's premises and / or documents and records and submit them for audit to auditors designated by the Bank. Any breach of its obligations in this area is prohibited and likely to result in the termination of the contract and the imposition of sanctions by the Bank (including the ineligibility of the contractor) in accordance with the provisions of the texts of the Bank applicable.
Corruption and Fraudulent Practices	The Bank requires compliance with its policy in regard to corruption and fraudulent practices as set forth in Annex D « Bank's Policy – Corrupt and Fraudulent Practices », attached to this contract.

FOR THE CLIENT

FOR THE STAFF MEMBER

Signed by _____

Signed by _____

Title: _____

Title: _____

ANNEXE 2B :

INDIVIDUAL CONSULTANT'S CONTRACT

Between

MINISTRY OF FINANCE AND ECONOMIC AFFAIRS (MOFEA)

and

**Consultant toThe Gambia State Fiscal Management Development
Project**

**PROJECT: Gambia State Fiscal Management Development Project
(P166695)**

CREDIT No.:

GRANT No.: V2740-GM

CONTRACT No:

CONTRACT

THIS CONTRACT ("Contract") is entered into this ___ day of **2020** by and between **Ministry of Finance and Economic Affairs, MOFEA** ("the Client") having its principal place of business at **The Quadrangle, Banjul, The Gambia**, and ("the Consultant") having his principal address at.

Unless the context otherwise provides, the Client and the Consultant shall be referred to individually as the "Party" and collectively as the "Parties".

WHEREAS, the Client wishes to have the Consultant to perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

Unless otherwise provided herein, the Consultant and the Client shall carry out their obligations herein in accordance with the World Bank Guidelines and The Gambia State Owned Enterprise Restructuring Project ("the Project") Legal Agreements.

Unless the context otherwise requires, the capitalized terms used in this Contract have the meanings ascribed to them in the World Bank Guidelines and the Project Legal Agreements.

- 1. Services**
 - (i) The Consultant shall perform the services specified in Annex A "Terms of Reference and Scope of Services", which Annex is an integral part of this Contract ("the Services").
 - (ii) The Consultant shall provide the reports listed in Annex B, "Consultant's Reporting Obligations," which Annex is an integral part of this Contract ,within the time periods listed in such Annex.

Annexes C (Cost Estimate of Services) and D (Corrupt and Fraudulent Practices) also form an integral part of this Contract.

2. Term

The Consultant shall perform the Services during the period days commencing upon Contract signature and continuing to or any other date as may be subsequently agreed by the parties in writing.

3. Payment

A. Ceiling

For Services rendered pursuant to Annex A the Client shall pay the Consultant an amount not to exceed the lump-sum amount ofThis amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant outside The Gambia. The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraphs B below and of the reimbursable expenditures as defined in sub-paragraph C below.

Remuneration

The Client shall pay the Consultant for Services rendered at the rate per working day in accordance with the rates agreed and specified in Annex C, "Cost Estimate of Services" on the payment terms below:

C. Reimbursable

The Client shall pay the Consultant for reimbursable expenses, which shall consist of and be limited to:

- (i) official travel will be reimbursed at the cost of economy class travel and will need to be authorized by the Client's coordinator;
- (ii) Daily Subsistence Allowance (DSA) as shown in Annex C, which shall compensate for accommodation, meals, in-city transportation and other miscellaneous expenditures.
- (iii) such other expenses as approved in advance by the Client's coordinator.

**4. Project
Administration**

A. Coordinator

The Client designates M Director DPPP, MoFEA, as Client's Coordinator. The Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.

B. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts of the Service, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable firm to audit Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

**5. Performance
Standard**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. Performance evaluation shall be carried out as may be agreed between the two parties. This performance evaluation will be based on a time-bound work program agreed between the two parties at the beginning of this Contract and eventually updated thereafter during the initial period or at any time during the period of the Contract execution.

6. Confidentiality

The Consultant shall not, during the term of this Contract and after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

**7. Ownership of
Material**

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

8. Consultant Not to be Engaged in Certain Activities The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the preparation or implementation of the Project.

9. Insurance The Consultant shall be responsible for taking out any appropriate insurance coverage.

10. Assignment The Consultant shall not assign this Contract or subcontract any portion of it without the Client's prior written consent.

11. Force majeure For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

The failure of a Party to fulfill an obligation under this Contract shall not be considered a breach where it is due to a force majeure provided that the Party has taken reasonable precautions and due care in carrying out the terms and conditions of this Contract and has informed the other party within 7 days of the occurrence of such event.

12. Termination The Client may terminate this Contract, by giving not less than thirty (30) days written notice to the Consultant if the Consultant

- (a) fails to demonstrate to the satisfaction of the Client, the ability to carry out the Services, following the performance evaluation referred to under clause 5 above;

- (b) does not remedy a breach or failure to perform an obligation within thirty (30) days of being notified of such breach or nonperformance;
- (c) is unable to perform a material portion of the services for a period of not less than thirty days as a result of a force majeure
- (d) if the Consultant, in the judgment of the Client, has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract.

If the Client determines that the Consultant and/or their Sub-Consultants have engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract.

For the purpose of this Sub-Clause, the terms set-forth below are defined as follows:

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights.

The Client shall give thirty (30) days’ notice to the Consultant in circumstances listed above.

The Consultant may terminate this contract by giving not less than thirty (30) days’ notice to the Client.

If this contract is terminated each Party shall return to the other Party all property (including Confidential Information) belonging to the other Parties then in its possession, save the Consultant may retain one copy of such information to maintain a professional record of its services, as required by its regulators.

13. Law Governing Contract and Language

The Contract shall be governed by the laws of The Gambia, and the language of the Contract shall be English.

**14. Dispute
Resolution**

Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.

15. Amendments All Amendments to the Contract shall be made upon mutual agreement between the Parties and by means of Addenda annexed to the Contract.

16. Entry into force This Contract shall enter into force upon signature by the Parties.

17. Successors This Contract binds and inures to the benefit of the Parties and their respectively successors and permitted assigns.

18. Severability If any provision of the Contract is determined to be illegal, invalid, void or unenforceable under any applicable law, then such provision shall be deemed to be deleted and the remaining provisions of the Contract shall continue in full force and effect and if necessary, be so amended as shall be necessary to give effect to the spirit and intent of the Contract to the extent possible.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by _____

Mr.

Title: **Director DPPP**

Title: **Consultant**

Witnessed

Name and Signature
Name and Signature

Title: _____

Title



STAKEHOLDER ENGAGEMENT PLAN

For

GAMBIA FISCAL MANAGEMENT DEVELOPMENT PROJECT

(P166695)

Ministry of Finance and Economic Affairs

Updated March 2020

Table of Contents

List of Acronyms and Abbreviations	3
1.0. INTRODUCTION	4
1.1. Project Background.....	4
1.2. Stakeholder Engagement Plan Objectives.....	4
2.0. PROJECT RISKS AND IMPACTS	5
3.0. SUMMARY OF PAST ACTIVITIES OF STAKEHOLDER ENGAGEMENT.....	5
4.0. STAKEHOLDER IDENTIFICATION AND ANALYSIS.....	6
4.1. Affected Stakeholders	6
Table 4.1-1: Stakeholders previous outreach	6
4.1.1 Directly affected stakeholders.....	8
4.1.2 Other affected stakeholders.....	9
4.1.3 Affected disadvantaged and/or vulnerable individuals or groups.....	10
Table 4.1-2 : Vulnerable and disadvantaged Stakeholders.....	10
4.2. Summary of stakeholders needs.....	11
Table 4.2-1: Stakeholders needs	11
5.0. STAKEHOLDERS ENGAGEMENT PROGRAM	13
5.1. Purpose and timing of the stakeholder's engagement program	13
6.0. RESOURCES AND RESPONSIBILITIES FOR IMPLEMENTING THE SEP ACTIVITIES	13
6.1. Resource	13
6.2. Monitoring and Evaluation	14
7.0. GRIEVANCE REDRESS MECHANISM	14
7.1. Objectives and grievances categories.....	14
7.2. Institutional Framework of the GRM Implementation	15
7.3. The Grievance Redress Mechanism (GRM) Operational Procedures.....	15
7.4. Recourse to another jurisdiction: Court.....	19

List of Acronyms and Abbreviations

DPPP	:	Directorate of Public Private Partnerships
DDHRA	:	Deputy Director Human Resources & Administration
EGMC	:	Enterprise Grievance Management Committee
ESCP	:	Environmental and Social Commitment Plan
GPPA	:	Gambia Public Procurement Agency
GRA	:	Gambia Revenue Authority
GAMCEL	:	Gambia Telecommunications Cellular Company Ltd
GAMTEL	:	Gambia Telecommunications Company Ltd
GRM	:	Grievance Redress Mechanism
HR	:	Human Resources
IEC	:	Information, Education, Communication
KPI	:	Key Performance Indicator
MOICI	:	Ministry of Information & Communications Infrastructure
MoFEA	:	Ministry of Finance and Economic Affairs
NEA	:	National Environment Agency
NGO	:	Non-Governmental Organizations
PIU	:	Project Implementation Unit
PMO	:	Personnel Management Office
PSC	:	Public Service Commission
RGA	:	Revenue Generated Activities
RGMC	:	Regional Grievance Management Committee
SEP	:	Stakeholder Engagement Plan
MES	:	Monitoring and Evaluation System
SSHFC	:	Social Security and Housing Finance Corporation
SOE	:	State Owned Enterprise

1.0. INTRODUCTION

1.1. Project Background

The Gambia is a fragile state with weak Domestic Revenue Mobilization (DRM) and inefficient management of public resources and State-Owned Enterprises (SOEs) limiting the Government of The Gambia's capacity to provide citizen centered services. Flawed tax policies and low capacity in tax administration limits fiscal space for public investment and services. An inefficient procurement system and lack of digitalization contributes to weaken the management of public resources limiting further the Government's capacity to provide basic public services. The performance of the SOE sector is seriously affected by weak corporate governance, limited oversight and low operational and financial performance. The SOEs are consequently a significant source of fiscal risk and their underperformance constrains growth. Continued state management and operation in the supply-side of the telecom sector limits its development and increases the fiscal risks.

The Project Development Objective (PDO) is to increase fiscal space and improve effectiveness of public resources management.

The proposed five-years operation, financed by IDA grant, seeks to improve Government effectiveness in fiscal management for better public service delivery. This will be achieved by: (a) enhancing The Gambia Revenue Authority's (GRA) compliance management, revenue risk analysis, and enforcement capacity, for broadening the tax base and improving voluntary compliance; (b) introducing electronic Government procurement (e-GP) and (c) improving financial and operational performance of State-Owned Enterprises (SOE) and reducing the telecom-related fiscal burden. The operation is built around two interlinked components that seek to address core challenges currently hampering fiscal management and service delivery. Component 1 aims at increasing fiscal space for public services and implementing reforms of The Gambia procurement system for a more efficient and better-quality procurement. Component 2 focuses on fiscal management of SOEs and restructuring plans of telecom SOEs and combines Results Based Financing (RBF), linking disbursements to the achievement of agreed upon performance indicators (DLIs) and TA. It aims to improve fiscal management of SOEs and support critical reforms in GAMTEL and GAMCEL that are fundamental to the strengthening of their financial viability and operational performance. Global experience in restructuring and repositioning telecom SOEs shows that it is good practice to resolve issues related to overstaffing and debt prior to seeking investor interest and options for divestiture. Hence, this component would support the Social Plan to address the overstaffing issue in parallel to the work of the Transaction Advisory team to sound private sector interest for GAMTEL and GAMCEL.

1.2. Stakeholder Engagement Plan Objectives

This Stakeholder Engagement Plan (SEP) provides culturally appropriate, measurable, achievable and time-bound specific approaches for engaging relevant stakeholders throughout the Gambia Fiscal Management Development project. It aims to:

- (i) Disclose current project information, including adverse impacts and mitigation measures, to enable timely involvement of stakeholders;
- (ii) Facilitate engagement amongst multiple stakeholders at all phases of the project;
- (iii) Provide a Grievance Redress Mechanism (GRM) to effectively handle project related grievances and allow for rapid corrective measures.

2.0. PROJECT RISKS AND IMPACTS

The social and environmental risks are Substantial. The project is being processed under the new Environmental and Social Framework (ESF) and has been classified as substantial risk for social risks. Three of the ten environmental and social standards are relevant for this project: ESS 1 (Assessment and Management of Environmental and Social Risks and Impacts); ESS 2 (Labor and Working Conditions); ESS 10 (Stakeholder Engagement and Information Disclosure).

3.0. SUMMARY OF PAST ACTIVITIES OF STAKEHOLDER ENGAGEMENT

The Gambia Fiscal Management Development project identified and consulted the following key stakeholders during the initial project preparation phase:

- The Ministry of Information & Communications Infrastructure (Permanent Secretary);
- The Ministry of Finance and Economic Affairs (Directorate of Public Private Partnerships);
- The GAMTEL and GAMCEL personnel;
- The GAMTEL and GAMCEL management;
- The GAMTEL and GAMCEL Staff Association;
- The Social Security and Housing Finance Corporation (SSHFC) management;
- The Labor Commissioner;
- The National Environment Agency (NEA);
- The GAMTEL and GAMCEL Board of Directors;
- The Public Service Commission (PSC);
- The Personnel Management Office (PMO);
- The Office of the Ombudsman;
- The Gambia Revenue Authority (GRA) employees;
- The Gambia Public Procurement Agency (GPPA).

The first phase of stakeholders' consultations was held in Banjul from May 14 – 23, 2019 in compliance with the relevant Gambia legislations and the World Bank requirements particularly the Environmental and Social Standard 10 (ESS10). These consultations were conducted during the Social and Environmental Assessment process. Moreover, they were carried in an inclusive and culturally appropriate manner, providing the affected parties with opportunities to express their viewpoints on the project adverse risks and impacts, mitigation measures and fostering open discussions between the DPPP and key stakeholders.

Prior to the consultation meetings, MoFEA sent formal letters to key stakeholders on the purpose and objectives of the meeting at least a week in advance. During the meetings, an overview of the Gambia Fiscal Management Development project and the Environmental and Social Risks and Impacts Management (ESRIM) instruments to be developed was presented as well as a summary of existing environmental and social conditions and a description of the environmental and social risks/ impacts.

The second phase of stakeholders' consultations was carried out in Banjul from June 19 to July 02, 2019. The objectives of these consultations were for the consultants responsible for developing (i) the Environmental and Social Commitment Plan (ESCP), (ii) the Grievance Redress Mechanism (GRM) and (iii) the Stakeholder Engagement Plan (SEP) to provide accurate, relevant and timely project information to enable key stakeholders to share timely inputs.

The third phase of stakeholders' consultations was carried during the scoping mission from November 18 to November 26, 2019.

4.0. STAKEHOLDER IDENTIFICATION AND ANALYSIS

4.1. Affected Stakeholders

Stakeholders are individuals or groups who are affected or likely to be affected by the project and who may have an interest in the project. The initial list of stakeholders for the Gambia Fiscal Management Development project was developed based on the SEP Terms of Reference (ToR), the Project Appraisal Document (PAD), the 2016 Human Resources (HR) audit and the first phase consultations held in May 2019 with MoFEA, GAMTEL/GAMCEL management and the Staff Association. The stakeholder groups to be engaged may be expanded or retracted during the project implementation.

At the current phase, the key stakeholders are the Ministry of Information & Communications Infrastructure (MOICI), the Ministry of Finance and Economic Affairs (MoFEA), the Gambia Revenue Authority (GRA), the Gambia Public Procurement Agency (GPPA), the Directorate of Public Private Partnerships (DPPP), the GAMTEL/GAMCEL management, the GAMTEL/GAMCEL Staff Association, the GAMTEL/GAMCEL workers, the GAMTEL/GAMCEL department of Human Resources (HR), the Social Security and Housing Finance Corporation (SSHFC) management, the office of the Ombudsman and Non-Governmental Organizations (NGOs). Vulnerable stakeholder groups include GAMTEL/GAMCEL chronically ill employees, widows' of staff personnel, family members of deceased staff, workers with physical disabilities; while disadvantaged groups mainly include illiterate workers.

During the preliminary design phase, several stakeholders were approached by government with the following objectives:

- To inform them on the Gambia Fiscal Management Development project progression;
- To discuss the risks and impacts that may be induced by the restructuring of the enterprises, and the mitigation measures to address such risks and impacts;
- To collect relevant data to develop the ESRIM instruments

The stakeholders met are presented in table 4.1-1 below:

Table 4.1-1: Stakeholders previous outreach

Date of Previous Consultation Efforts	Stakeholders	Relevance with respect to the project	Topics discussed
PUBLIC ENTITIES AND REPRESENTATIVES			

Date of Previous Consultation Efforts	Stakeholders	Relevance with respect to the project	Topics discussed
15 May 2019	Ministry of Information and Communications – Infrastructure – MOICI-(Permanent Secretary)	The Line Ministry that oversee GAMTEL/GAMGAMCEL. The ministry will benefit from capacity building	Discussions on potential project impacts and benefits and on the draft Retrenchment Plan
15 May 2019	Ministry of Finance and Economic Affairs (MOFEA)	Will benefit from capacity strengthening on tax policy development and the oversight of the GRA to secure increased revenue mobilization. MoFEA will chair the Project Steering Committee (PSC)	Overview of the project and specific discussions on the draft Retrenchment Plan
15 May 2019	Directorate of Public Private Partnerships DPPP	Will eventually house the Project Implementation Unit and ensures the project preparation	Collection and verification of project-related information (e.g., number of staff and information relayed to the affected actors)
17 May 2019	Social Security and Housing Finance Corporation (SSHFC)	Provide pension benefits and gratuities to eligible retirees and retrenched workers in accordance to the relevant national laws	Discussions on the provisions of the SSHFC Act on workers and on the current GAMTEL/GAMCEL financial standing including contribution payments to SSHFC
21 May 2019	National Environment Agency (Executive Director)	Review various ESRIM instruments, including ESIA's and Resettlement Action Plans, grant approvals and monitor their implementation	Discussions on their mandate relating to the validation of the GRM and the SEP
22 May 2019	Chairman of Board of Directors of GAMTEL/GAMCEL	Preside over the GAMTEL/GAMCEL board of directors	Discussions on the downsizing, the political implications, the social implementation timeframe and the need for an effective communication plan for transparency
23 May 2019	Office of the Ombudsman	Handles and investigates public sector grievances, also ensures good governance, access to justice and promotion of the rule of law and human rights	Discussions on the office mandate, the grievance handling processes
20 May 2019	Labor commissioner	Oversee the administration of national labor and workforce related legislations	Discussion on institutions that can intervene in the social process
18-26 November 2019	Gambia Revenue Authority (GRA)	Will benefit from the development of a comprehensive tax compliance risk management process and from capacity strengthening to enhance operational	Discussions on the results framework including, Key Performance Indicators (KPI)

Date of Previous Consultation Efforts	Stakeholders	Relevance with respect to the project	Topics discussed
		effectiveness and achieve digital transformation	
WORKERS AND REPRESENTATIVE OF WORKERS			
20 May 2019	GAMTEL/GAMCEL Staff Association	Elected personnel representatives. Project affected people through social related activities	Overview of project information, communication challenges, staff morale, identification of vulnerable groups, formal and informal procedures in place to raise work-related grievances, social impacts on staff and local community
21 May 2019	GAMTEL/GAMCEL Human Resources	Department that manages the enterprises employees	Overview of project information, formal procedures for in house grievance management including appeal, identification of vulnerable groups, service rules overview, enterprises decentralization, workforce size, impacts on staff and local community
26 June 2019	GAMTEL/GAMCEL Staff	People affected by the restructuring of GAMTEL/GAMCEL	Overview of project information, risks/impacts of social measures, /mitigate/compensate such risks/impacts, t, the selection criteria, GRM
27 June 2019	Families of deceased GAMTEL/GAMCEL staff	Receive financial and/or material support from GAMTEL/GAMCEL and/or the Staff Association	Overview of the project information, risks of losing the current financial/material assistance and the related impacts; measures to avoid, mitigate and compensate these impacts

Source: consultations May-June 2019

4.1.1 Directly affected stakeholders

The GRA will directly benefit from the strengthening of its operational effectiveness and digital transformation through e-filing and e-payments to improve taxpayer services and transparency and the development of a comprehensive tax compliance risk management process based on international best practices. It is worth noting that, little to no adverse environmental and social risks and impacts are expected to be incurred on this particular stakeholder.

The GAMTEL/GAMCEL staff could be directly and adversely affected by any restructuring proposed by the transaction advisory service and adopted by government. Therefore, a public consultation session with staff was held on June 26, 2019 at the head office in Banjul. Its purpose was to provide employees with accurate, relevant and timely information on the project, so that they in turn can provide timely information to be considered in the instruments under preparation.

Topics discussed:

- An overview of the project including the advantages and disadvantages as it relates to GAMTEL/GAMCEL staff;
- The relevant national laws and World Bank requirements with regards to social plan;
- The relevance of the ESCP, SEP, and GRM;
- The identification of vulnerable groups and its importance;
- The management of grievances.

A Summary of Participants' perceptions

- For various participants, the government has been the major cause of the SOEs losses as most of the services provided to government by GAMTEL/GAMCEL have remained unpaid while they charge the enterprises taxes;
- Participants expressed that the recurrent lack of will from the government to inform workers, in a straightforward way, of the proposed restructuring measures has resulted in a demoralized and unmotivated staff;
- Some participants feared that restructuring measures will only target technicians while leaving the enterprises financial specialists/workers.

A Summary of Participants' Concerns

- Difficulty for the workers to find work as the restructuring measures can add to an already high national unemployment rate;
- Long-term unemployment, for workers, due to little or no qualifications in other sectors;
- The widespread effects on the staff as most have dependents;
- The need for rational packages proposals, as the six months' salary severance provision stated in the Gambian Labor Law and the enterprises service rules is unrealistic and insufficient.

A Summary of Participants' suggestions and recommendations

- To provide capacity building training;
- To ensure that the instruments prepared are available and accessible to all who wish to see it;
- To offer adequate severance packages proposals in order for workers to voluntarily leave.

4.1.2 Other affected stakeholders

The following NGOs were consulted as part of identifying social protection NGOs that may offer support services to the project during social related activities:

- The Association of Non-Governmental Organizations (TANGO): is the umbrella organization for NGOs operating in The Gambia. The association focuses on preparing proposals and raising funds to address the challenges faced by its members. Although, the structure's action schemes do not fall in line with what may be needed in the context of the Gambia FMDP; it could serve as a database for the project to identify relevant member NGOs to work

with at a given time, if necessary.

- Action Aid: the organization focuses on human rights and the needs of the poor, working at a practical level to improve their access to services and lobbying government and other decision-makers to change policies and practices that affect their lives. Some of the organization action schemes may be of interest to the Gambia Fiscal Management Development project, including support services provided to vulnerable groups to establish Income Generating Activities (IGAs) such as livestock and poultry production. Also, the organization handles grievances through its internal and external GRM and has had to downsize its staff in the 1990s and could, thereby, serve as a valuable resource to the project on such matters.

4.1.3 Affected disadvantaged and/or vulnerable individuals or groups

The following GAMTEL/GAMCEL employees, presented in table 4.1-1 below, were identified as disadvantaged and/or vulnerable groups:

- Employees who sustained workplace injuries which has resulted in lowering their earning capacities;
- Employees who care for children of deceased staff who are under the age of eighteen;
- Widows' of staff personnel;
- Employees with physical disabilities;
- Illiterate workers (disadvantage group).

GAMTEL and GAMCEL should avoid affecting these vulnerable individuals or groups as it may exuberate their vulnerability.

Table 4.1-2 : Vulnerable and disadvantaged Stakeholders

Vulnerable and disadvantaged groups	Characteristics and potential impacts of retrenchment
Employees who sustained workplace injuries which has resulted in lowering their earning capacities	Their disability has limited their earning abilities and makes them vulnerable. In case of dismissal, they will have to face difficulties finding another job.
Employees who care for children of deceased staff who are under the age of eighteen	In addition to their own family responsibilities, they provide care for children of their deceased colleagues. If the restructuring results in ending the financial support that they receive from GAMTEL/GAMCEL and if dismissed, they will have little to no income to care for their families.
Widowed staff	They are the head of their households and dismissal will make them more vulnerable.
Employees with physical disabilities	Due to their handicaps they will find it difficult to find other jobs and will suffer the effects of unemployment more severely.
Illiterate workers	Consultations for this group must be done in their preferred language. The Grievance Redress Mechanism (GRM) should be read and explained to them in their respective languages.

Source: consultations May-June 2019

4.2. Summary of stakeholders needs

Consultations with stakeholders has enabled the project to identify specific needs, presented in table 4.5-1, for key stakeholders and envisaged needs or support resources to have in place to ensure their effective engagement in the ongoing consultation process.

Table 4.2-1: Stakeholders needs

Stakeholders group	Key characteristics	Language needs		Preferred notification means (e-mail, phone, radio, letter)	Specific needs (accessibility, large print, child care, in-person, daytime meetings)
GRA	GRA personnel will benefit from an improved working environment based on streamlined operations and methodologies as well as extensive training and access to international best practice The staff needs to be at competency level 2 in tax audit	English		Notification letter from the PIU	Daytime meetings
GAMTEL/GAMCEL management (Managing directors, HR director, Admin Manager, Manager of Training, Senior HR Manager, etc.)	GAMTEL/GAMCEL company executives whose staff may be affected by proposed restructuring	English		Notification letter from the PIU	Daytime meetings
GAMTEL/GAMCEL Staff	1376 employees including 24% women and a significant number of illiterate workers without professional qualifications	Mandinka, and English	Wolof	Notification letter from the PIU and copy the GAMTEL/GAMCEL HR director	Daytime meetings in Banjul and in the provinces with a translator and a representative from the Staff Association
Social Security and Housing Finance Corporation (SSHFC)	Collect employee pension contributions Pay the retirement pensions and gratuities Pay early retirement benefits to workers in	English		Notification letter from the PIU	In-person meetings

Stakeholders group	Key characteristics	Language needs		Preferred notification means (e-mail, phone, radio, letter)		Specific needs (accessibility, large print, child care, in-person, daytime meetings)
GRA	GRA personnel will benefit from an improved working environment based on streamlined operations and methodologies as well as extensive training and access to international best practice The staff needs to be at competency level 2 in tax audit accordance to the SSHFC Act provisions on the matter	English		Notification letter from the PIU		Daytime meetings
Family members including widows (vulnerable group) of deceased workers	They receive subsidies for schooling (school fees, supplies, uniforms, etc.) and may lose these benefits in the context of GAMTEL/GAMCEL restructuring	Mandinka, and English	Wolof	Notification the Association	from Staff	Daytime meetings at an accessible location with a translator and a representative from the Staff Association
Employees who sustained workplace injuries which has resulted in lowering their earning capacities	May still be employed because the injuries were work related. They are considered a vulnerable group	Mandinka, and English	Wolof	Notification the Association	from Staff	Collective daytime meetings or private individual meetings with a translator and a representative from the Staff Association
Workers who care for children of deceased staff who are under the age of eighteen	In addition to their own family responsibilities, they provide care for children of their deceased colleagues. They are considered a disadvantage group	Mandinka, and English	Wolof	Notification the Association	from Staff	Daytime meetings at an accessible location with a translator and a representative from the Staff Association
Employees with physical disabilities	Due to their handicaps, it'll be difficult to find other jobs. They are considered a vulnerable group	Mandinka, and English	Wolof	Notification the Association	from Staff	Daytime meetings at an accessible location with a translator and a representative from the Staff Association
Illiterate groups	Makes up the	Mandinka,	Wolof	Notification	from	Daytime meetings at an

Stakeholders group	Key characteristics	Language needs	Preferred notification means (e-mail, phone, radio, letter)	Specific needs (accessibility, large print, child care, in-person, daytime meetings)
GRA	GRA personnel will benefit from an improved working environment based on streamlined operations and methodologies as well as extensive training and access to international best practice The staff needs to be at competency level 2 in tax audit	English	Notification letter from the PIU	Daytime meetings
	majority of the non-core services in GAMTEL/GAMCEL that could be outsourced if government approves certain restructuring measures (i.e. partial privatizations)	and English	the Association	Staff accessible location with a translator and a representative from the Staff Association

Source: consultations May- June-July 2019

5.0. STAKEHOLDERS ENGAGEMENT PROGRAM

5.1. Purpose and timing of the stakeholder's engagement program

The objectives of the stakeholders' engagement program are to:

- Acquire relevant information/data from key stakeholders to assist in the preparation and implementation of the project;
- Ensure that stakeholders understand how they could be affected and what role they could play in the implementation of the project;
- Provide opportunities for stakeholders to express their opinions and concerns with regards to the project preparation and implementation;
- Ensure transparency, trust and engagement amongst the multiple stakeholders.

6.0. RESOURCES AND RESPONSIBILITIES FOR IMPLEMENTING THE SEP ACTIVITIES

6.1. Resource

The management, coordination and implementation of the SEP and its integral tasks will be the responsibility of dedicated team members within the Gambia Fiscal Management Development project PIU and its local sub-contractors. The PIU legal specialist will be

responsible for maintaining a comprehensive database of the project prepared, disclosed, disseminated and implemented documents as well as the GRM database.

6.2. Monitoring and Evaluation

Monitoring and evaluation are key elements of the Stakeholder Engagement Plan to ensure that it is implemented in accordance with the proposed activities and its proposed objectives are achieved.

The objectives of the Stakeholder Engagement Plan monitoring, and evaluation activities are:

- Monitoring specific situations or difficulties arising from the implementation of the Stakeholder Engagement Plan;
- Evaluating the mid- and long-term impacts of stakeholders' engagement on identifying and implementing measures to maximize project benefits and minimize negative impacts, managing stakeholders' expectations and responding to their concerns;
- Adjusting the SEP implementation methods during the course of the project as required and update the ESCP accordingly;
- Ensuring that activities are taking place when and as required;
- Providing lessons learned for amending strategies and long-term perspective;

Monitoring of the SEP plan will also involve assessment of the following areas:

- Engagement processes and stakeholders' comments: consultation forums, analysis of stakeholder comments and feedback provided to stakeholders;
- Disclosure methods and materials: types, frequency, and location of project information dissemination;
- Management of expectations: particularly as it relates to access to employment and other potential opportunities;
- Community attitudes and perceptions: general community attitudes and perceptions of the project;
- Grievances process: particularly related to management and redressal of grievances;
- Implementation arrangements: the adequacy of staff and means;
- Internal and external reporting on the SEP.

Monitoring will be achieved through a number of activities that will include direct opinions by project staff, surveys and questionnaires distributed to stakeholders, analysis of feedback received from stakeholders, and review of GRM reports.

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7.0. GRIEVANCE REDRESS MECHANISM

7.1. Objectives and grievances categories

The Grievance Redress Mechanism (GRM) is an essential tool that enables stakeholders to convey their grievances to the project and allows project to properly address them in a timely manner. For the purpose of this document, "grievances" refers to any formal concerns, complaints, suggestions or any other equivalent terms. It is anticipated that project related activities may induce grievances.

Categories of grievances include:

- ✓ Conflicts related to the diversion or suspicion of diversion of the workers benefits;
- ✓ Incidents due to lack of communication;
- ✓ Conflicts of interest;
- ✓ Conflicts between employers and employees related to late (or non-payment) of wages or bonuses;
- ✓ Disputes related to the removal or reduction of financial or non-financial benefits;
- ✓ Disputes related to the degrading treatment of certain executives;
- ✓ Disputes related to an administrative task.

7.2. Institutional Framework of the GRM Implementation

The GRM institutional framework is intended to provide a description of the various committees that will be set up by the Project Steering Committee (PSC) to achieve the objectives assigned by the project. It involves all stakeholders in the Project implementation process.

This GRM consists of two (02) levels:

- Level 1: The Project Implementation Unit which will be based at the Implementing Agency, the Directorate of Public Private Partnership (DPPP) of the Ministry of Finance. It will be chaired by the Director of DPPP.
- Level 2: The Project Steering Committee which will be composed of high-level officers representing all project stakeholders. It will be chaired by the Permanent Secretary of MoFEA.
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7.3. The Grievance Redress Mechanism (GRM) Operational Procedures

During the GRM disclosure process, employees and stakeholders will receive a brochure of the GRM procedures. Alternatively, the content of this document will be read to illiterate workers who will confirm their understanding by signing a form.

Communities and individual workers who believe they are adversely affected by the Gambia Fiscal Management Development project may submit their claims to the existing process, the description of which is as follows:

Step 1: Grievance Receipt, Registration and Uptake Channels

The receipt and registration of grievances consists in allowing any worker or eligible person to convey their grievance to the various GRM management committees. In complex and/or sensitive situations, these grievances are made anonymously through the various channels (email, letter/note, in person through a representative, etc.) to protect the plaintiff and to allow for an investigation. Each member of the committee constitutes an uptake channel where a complaint can be filed. Grievances can be submitted by:

- official mail;
- phone call (toll free number);
- sending an SMS (short message service);
- in person (staff who receive grievances verbally must put them in writing);
- e-mail;
- complaint boxes;
- etc.

Step 2: Assessment, Acknowledgement and Response

✓ **Acknowledgment of receipt**

Each member of GRM Committee receiving the grievance must inform the plaintiff (using the plaintiff's preferred acknowledgement of receipt/way of notification) () that the grievance has been received, that it will be registered by the relevant Secretary, given a reference number and assessed to determine its eligibility. When the plaintiff files the grievance in person, the acknowledgment of receipt is immediately given to him/ her and the notification to the relevant secretary must be made within two days. When the grievance is filed in other forms, the acknowledgment of receipt is sent within a maximum of two days.

✓ **Assessment of eligibility**

Eligibility is based on the following criteria:

- i. Does the plaintiff indicate whether a person, body/service or project activities or processes have had a negative impact or economic or social harm on the plaintiff or could have such impact or harm?
- ii. Does the grievance specify the type of existing or potential impact or harm, and how the person, service or structure has or may have caused such impact?
- iii. Does the grievance indicate that the plaintiff is the one who is impacted or at risk? Or it indicates that the plaintiff represents affected or potentially affected stakeholders?
- iv. Does the grievance not concern cases that have already been settled?
- v. Is the grievance documented? Any relevant details about the date, place, date of appointment, department/unit, copies of any letters or other documents to support the grievance?

The grievance eligibility assessment is made within 5 days of receiving the grievance. If a grievance is deemed ineligible, the reasons for this decision must be provided to the plaintiff.

✓ **Assignment of Responsibility:**

The claims are referred to the competent agency/entity based on the plaintiff issue. Given that various partners will intervene in activities related to project activities, it is important that the PIU coordinates the GRM implementation and the response to the plaintiffs.

Plaintiffs are sent a response to their grievance through their chosen route. In total, grievances acknowledgement of receipt and its eligibility assessment are made within 5 days of the grievance reception.

Step 3: Investigation and Response Proposals

Investigation

The concerned Grievance Management Committee (PIU and PSC Grievance Management Committee) will review the details and grounds for the grievance with the assistance of a resource person, if necessary. Additional support or information may be gathered from other fitting source to more clearly describe the cause and effects of the grievance, its urgency or seriousness and its link to the project. Surveys may include an in-depth assessment (field visits, collection of evidence, technical expertise) to determine: the scale and impact of the grievance and what options there may be for appropriate responses or resolutions.

This GRM provides for two types of response proposals/decisions:

- direct action to solve the problem (awareness, training, compensation, conciliation or mediation);
- further assessment and engagement with the plaintiff and other stakeholders to jointly determine the best solution and its implementation.

The time for the response proposal must not exceed 17 days from the date of receipt of the grievance by the GMCs.

Step 4: Communication of the response proposal to the plaintiff and seeking an agreement

The committee held is responsible for communicating the proposed response, in writing or by any other means, in a language understandable to the plaintiff. Where appropriate, plaintiffs may be invited to meetings to review and revise the initial approach. The response should include a clear explanation for the proposed response, the nature of the response and the options available to the plaintiff in light of the response. If the plaintiff does not agree with the resolution proposed, he or she can refer the matter to the Project Steering Committee level; If an agreement is not reached at this level, the PSC members must ensure that the plaintiff understands what other official remedies (i.e. Labor Commissioner, courts, Ombudsman Office etc.) are available through the administrative or judicial system.

The answer must include a clear explanation of why the response is proposed. Options may be a proposed draft agreement, a referral to a higher authority, further dialogue on the proposed action or participation in the proposed evaluation and engagement procedure. In addition, the response must indicate all other organizational, judicial, non-judicial but official remedies that the plaintiff may consider (i.e. Labor Commissioner, courts, Ombudsman Office etc.)

Although it varies in practice, the proposed response must be communicated within 15 days of receipt of the grievance. This period may be extended by 7 days depending on the nature or complexity of the dispute. Where grievance claim serious damage or risk and/or serious rights violations, the operational procedures of the GRM shall provide for an expedited response, either by the GRM or by referral to another instance with immediate notification to the plaintiff of this referral.

The plaintiff may or may not accept the proposed response. If the worker or plaintiff disagrees with the decision of inadmissibility, rejects the proposed direct action or refuses to participate in a more thorough assessment and engagement process with the stakeholders, the settlement authority must clarify the reasons for the refusal, provide additional information and if possible, revise the proposed response.

If an agreement is still not reached, the GRM committee that ruled on the complaint must ensure that the worker or plaintiff understands what other remedies may be available, through the administrative or judicial system. The GRM Committee must document the outcome of discussions with the plaintiff and clearly indicate the options that were offered and the reasons for the rejection.

Step 5: Implementation of the Proposed Response

The proposed response must be implemented when agreement has been reached between the worker or plaintiff and the GRM Committee to proceed with the proposed action or stakeholder engagement process.

When the initial proposed response is to start a process of evaluation and engagement of all stakeholders, this procedure may be carried out by the staff required by the GRM Committee to do so or by other entities considered as impartial and effective by the GRM committee, the worker or plaintiff and other stakeholders.

When a cooperative approach is possible, the GRM committees must be responsible for its oversight. These committees can directly facilitate the work of stakeholders, contract with a mediator or use traditional conflict resolution and consultation procedures (i.e. Labor Commissioner, courts, Ombudsman Office etc.)

Step 6: Re-assessment of the Proposal Response in Case of Failure

Several cases can lead to this:

- Failing to reach an agreement with the worker or the plaintiff on the proposed response;
- Multi-stakeholders' conflict where the evaluation procedure concluded that a cooperative approach is not feasible.

In these cases, the GRM committees should review the situation with the plaintiff and see if a change to the response can satisfy the plaintiff and other stakeholders. If this is not the case, the GRM committee must inform the complainant of other potential alternatives, including judicial or administrative review mechanisms. If the grievance is lodged at the RGMC level, the latter must inform the plaintiff of the possibility escalating the matter to the EGMC. Regardless of the choice of the worker who filed the grievance or any other plaintiffs, it is important that the GRM committee that rendered the decisions, render and document the entire process.

Step 7: Referral of Grievance

If the plaintiff is satisfied with the proposed response, this should be documented by the GRM committees in charge of the process. In cases of serious risks and impacts and/or negative publicity, it may be appropriate to include documentation written by the plaintiff indicating his satisfaction after the response. In other cases, it will be sufficient for the relevant bodies to note the action and satisfaction of the plaintiff and other stakeholders. It may be useful to include lessons learned when the situation has been particularly complex or unusual.

If the grievance has not been resolved, the relevant GRM committee must document the steps followed, the communication with the plaintiff, and with other stakeholders if significant efforts have been made to initiate or finalize a procedure involving different stakeholders and decisions made by the company and the plaintiff regarding referral or use of other alternatives, including the judicial process.

In all instances, the GRM documents must maintain the confidentiality of details and provide disaggregated public statistics on the number and type of complaints received, the actions taken and the results obtained.

Accurate documentation using an electronic database is essential for public accountability, organizational learning and resource planning for the operationalization of the GRM.

7.4. Recourse to another jurisdiction: Court

Recourse to justice is possible in the event of failure of the amicable way. However, it is often a path that is not recommended for the project as it may delay the implementation process.