

# **INDEPENDENT COMPLAINTS MECHANISM (ICM)**

## **Preliminary Review Report**

11 April 2023

**FMO Complaint 22-004**  
**Niche Cocoa Industry Ltd.**  
**Ghana**

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Members of the Independent Expert Panel

Recipients:

**Complainants**

**FMO**

**Niche Cocoa Industry Ltd.**

This Report is based on information provided to the Independent Expert Panel (IEP) by the complainants, the lenders, the client Company and other relevant parties. This document is not giving, and should not be taken, as legal advice, and is not intended to be used as proof for its content in a court of law. The content of this document is only intended for the parties to which it is addressed.

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## About the Independent Complaint Mechanism (ICM)

The Independent Complaints Mechanism (ICM) aims to provide complainants with an effective, fair, and credible tool to facilitate the resolution of disputes. At the same time, it assists the Dutch Entrepreneurial Development Bank (FMO), Deutsche Investitions- und Entwicklungsgesellschaft (DEG) and PROPARCO in implementing and adhering to its own Environmental and Social (E&S) policies and procedures.

The ICM is supported by an Independent Expert Panel (IEP). The IEP is fully independent from DEG, FMO and PROPARCO. It reviews complaints from communities and individuals who allege that they have been affected by DEG-, FMO- and/or PROPARCO-financed operations and decides whether a complaint is admissible. In case a complaint is admissible, the IEP processes the complaint in line with the [ICM Policy](#) and reports on the outcome of such process.

For more information about the ICM, please visit:

- DEG's website: [www.deginvest.de/icm](http://www.deginvest.de/icm)
- FMO's website: [www.fmo.nl/icm](http://www.fmo.nl/icm)
- PROPARCO's website: [www.proparco.fr/icm](http://www.proparco.fr/icm)

## 1. Summary

On 1 December 2022, the Complaints Office of FMO received a complaint concerning FMO-financed operation Niche Cocoa Industry Ltd, a cocoa processing company based in Ghana (“the Company” or “Niche”). The complaint was lodged by Company workers who raised allegations of violations of their labor rights, namely their right to form a labor union and issues concerning adequate pay and working conditions. On 13 December 2022, the ICM received a second complaint which was signed by 14 workers containing allegations of similar non-compliances. The Independent Expert Panel (“the Panel” or “IEP”) issued an admissibility decision on 20 January 2023, declaring the complaints admissible. On 8 and 13 February 2023, the ICM received two additional complaints from Company workers (collectively, “Complainants”). The additional complaints allege similar violations of labor standards. The IEP declared these two complaints admissible and decided to join these complaints to the ongoing case. The received complaints are collectively referred to in this Report as “the Complaints”.

The Complainants raise a broad range of allegations of violations of labor standards. In particular, they raise concerns about the Company’s Management’s intervention in the formation of a labor union, adequate pay, and safe working conditions. It should be noted that, since the filing of the Complaints, a labor union for Niche workers has been successfully established (“Labor Union”). Additionally, the Complainants appointed the Labor Union Representatives as their formal representatives in the ICM process.

The Company presented its response to the Complaints and requested that its response be published in the ICM Preliminary Review Report. In response to the Complaints, Niche argues that it is committed to creating a safe and healthy work environment for all its employees. At the same time, the Company’s Management acknowledges that its rapid growth as well as recent economic developments in the country caused several challenges for all its employees. The Company’s Management expressed its commitment to addressing workers’ concerns.

Following discussions with the Panel in the context of its preliminary assessment, both the Complainants and Niche (together, “Parties”) expressed their willingness to participate in a Dispute Resolution Process (DRP), subject to a deferral period. FMO expressed their commitment to support the process.

The Parties agreed that a deferral period is necessary to allow the Labor Union Representatives and Niche’s Management to engage in collective bargaining. Following consultations with the Parties, the Panel sets the date for the end of the deferral period to **8 May 2023**. The ICM will not intervene or be involved in any capacity in the direct negotiations between the Labor Union Representatives and the Company in their efforts to reach a collective bargaining agreement.

At the end of the deferral period, the Panel will engage with the Parties to assess whether the issues raised in the ICM Complaints were resolved and will establish, together with the Parties, the ICM’s monitoring mandate with respect to these agreements. With respect to any unresolved or partially resolved issues, the ICM will facilitate a Dispute Resolution Process in accordance with paragraphs 3.2.6 – 3.2.11 of the [ICM Policy](#).

This Preliminary Review Report provides an overview of the issues raised in the Complaints and the Company's response to the Complaints. It further provides the Panel's assessment of the case, and sets out the next steps with the view to laying the foundation for a collaborative Dispute Resolution Process.

## 2. Procedural History

### 2.1 The Complaints

On 1 December 2022, the Complaints Office of FMO received a complaint concerning FMO-financed operation Niche Cocoa Industry Ltd. The complaint was lodged by company workers of Niche Cocoa Industry Ltd. The Company, together with its subsidiaries, is the largest privately owned cocoa processor in Ghana producing finished chocolate goods such as bars, drinks and spreads for both local and export markets as well as semi-finished cocoa products for export purposes. Niche Cocoa Industry Ltd. is located in Tema, Ghana.

On 6 December 2022, the FMO Complaints Office confirmed receipt of the complaint and informed the Panel. A second complaint document was received on 13 December 2022. This complaint was signed by 14 company workers. On 14 December 2022, the ICM Secretary confirmed receipt of the second complaint document.

On 20 January 2023, the IEP issued a Notice of Admissibility, declaring the Complaints admissible.

Two additional complaints were received on 8 February and on 13 February 2023. The IEP declared them admissible and decided to join them to the ongoing case.

### 2.2 Addressing Risks of Reprisals

In line with its [Non-Retaliatio n Statement](#), the ICM is committed to assessing, preventing and addressing risk of reprisals relating to its processes to the best of its ability in all its cases, out of deep understanding that such risk undermines the effectiveness of the ICM as a fair and credible mechanism as well as FMO's ability to enhance its environmental and social outcomes. The ICM's Non-Retaliatio n Statement is based on best practices in the field and on accumulated experience of other IAMs.<sup>1</sup>

As reflected in its Non-Retaliatio n Statement, the ICM endeavours to work together with the parties and especially in continuous consultation with the complainants to ensure that it does not create or increase any risks to complainants as a consequence of its processes. It also strives to communicate transparently with complainants and affected parties with regard to its limitations in providing protection from reprisals. Consistent with its Non-Retaliatio n Statement, the ICM has incorporated into its operations – as a matter of routine – practices designed to continuously identify, assess, and mitigate risks, starting at the early stages of the ICM procedure.

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<sup>1</sup> See, e.g., Guidelines for Addressing Risk of Reprisals in Complaint Management, Independent Consultation and Investigation Mechanism (MICI), IDB Group (2019); Approach to Responding to Concerns of Threats and Incidents of Reprisals in CAO Operations, Office of the Compliance Advisor Ombudsman, IFC/MIGA.

For this purpose, the ICM has engaged with the Parties in this case, including the Complainants and the Company's Management, to systematically identify risk factors and appropriate measures that can be taken to address them.

Based on reported reprisal risks, the Panel has so far refrained from disclosing any identifying details of the Complainants. Additionally, as requested by the Complainants, the Panel did not share the original complaint documents with FMO and the Company. Instead, the ICM provided a summary of the Complaints.

The Panel, supported by FMO, will continue to assess and monitor risks of reprisal throughout the next phases of the case. The Panel and FMO have agreed to jointly monitor and respond to any retaliatory action that might be reported.

## 2.3 Representation

The ICM Complainants formally appointed five of the Labor Union Representatives and two representatives of the Industrial and Commercial Workers Union (ICU) as their authorised representatives in the ICM Process. The Complainants provided a signed representation agreement to this effect.

## 3. The FMO-Financed Operation

Niche Cocoa Industry Ltd. was founded in 2011 and is Ghanaian owned. It produces finished and semi-finished chocolate goods for the domestic market as well as for export. The Company is the largest privately owned cocoa processor in Ghana and has a production capacity of 90,000 tons per year.

In 2018, FMO extended a 10 million USD loan to Niche to finance a new cocoa liquor facility and support the Company's expansion plans. In 2020, FMO extended its funding with a 26.5 million USD facility, which consisted of an 18.5 million USD committed tranche that was used to (i) purchase solar panels, (ii) acquire chocolate manufacturing equipment, and (iii) pre-finance cocoa cooperatives under Niche's sustainable cocoa sourcing program. FMO also provided an 8 million USD uncommitted credit line for permanent working capital.<sup>2</sup> The FMO loans were provided to both Niche Cocoa Industry Ltd. and one of its subsidiary companies Niche Confectionery Ltd.

## 4. Overview of the Issues raised in the Complaints

The Complaints raise a wide range of issues relating generally to the formation of a labor union for Niche's workers, the working conditions, and adequate compensation. The following is a summary of the various issues raised in the Complaints.

**4.1 Formation of a labor union:** In their Complaints, the Complainants allege that their right to join or form a labor union has been violated. The Complainants started the process for the formation of a labor union with the purpose of bargaining collectively with the Company on working terms and conditions. According to the Complaints, employees who had expressed interest in joining the union encountered threats and intimidation from the Company's

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<sup>2</sup> See FMO project disclosure, <https://www.fmo.nl/project-detail/58419>.

Management. It should be noted that, since the filing of the Complaint, a labor union for Niche Workers has been successfully established (“Labor Union”).

**4.2 Health insurance:** The Complainants allege that, while they have health insurance, the essential coverage provided to them is not sufficient to cover for basic medical needs. The Complainants also claim that the Company does not provide health insurance to workers’ families, and that the current health insurance structure of the Company does not appropriately cover the workers who are most exposed to health and safety risks.

**4.3 Unsafe working conditions:** In the Complaints, several issues of unsafe working conditions are raised by the Complainants. In particular, the Complainants claim that: (i) the Company fails to provide adequate Personal Protective Equipment (PPE); (ii) some workers are obliged to work at a height of eight to ten meters without appropriate safety equipment; (iii) in certain areas in the factory, workers work at temperatures of 45-50 °C while appropriate measures to reduce the temperature, such as fans, were not put in place; (iv) slippery floors in certain areas in the factory expose workers to risk of serious injury or death; (v) buses owned and operated by Niche to bring workers to and from work are overcrowded; and (vi) some workers have developed chronic health implications due to their jobs, such as back pains and spinal injuries, which are not addressed by the Company.

**4.4 Provision of food:** The Complainants argue that the Company does not provide sufficient food to workers who work 12-hours shifts without being able to leave the Company’s premises during their workday.

**4.5 Payment of overtime and holiday allowance:** The Complainants argue that the Company violates legal requirements regarding adequate compensation for overtime and work during holidays. The Complainants request that the unpaid overtime work of “so many past years” be paid.

**4.6 Lack of project-level grievance mechanism:** The Complainants argue that the Company has not instituted an adequate project-level grievance mechanism. At the same time, according to the Complainants, workers who raise concerns or complaints have suffered from reprisals and faced unfair termination of their employment.

**4.7 Salary increments and other financial benefits:** The Complainants allege that a recent salary review led to a mere negligible increase and that increments were implemented together with the cutting of other allowances, leading to a de facto decrease in the employee’s net salary. The Complainants argue that, as a result, each year Niche workers become poorer and poorer in terms of their ability to sustain themselves and their families. In addition, salary increments were not implemented yearly as they should.

**4.8 Remuneration for adding roles and responsibilities:** The Complainants argue that while adding new roles and responsibilities to employees’ jobs, the Company continues to pay them the same salary.

**4.9 Protection for pregnant and nursing mothers in the allocation of assignments:** According to the Complainants, the Company does not provide appropriate protection for pregnant and nursing mothers in allocation of assignments.

**4.10 Physical violence against workers:** The Complainants allege that there have been a few incidents of severe physical violence against workers who were suspected of violating Company rules.

**4.11 Unjust treatment of contract workers:** The Complainants argue that some workers who are employed through temporary employment contracts are extended continuously over long periods of time, while they should benefit from the same treatment and employment conditions as permanent workers. Additionally, other workers who had permanent employment contracts were shifted to temporary contracts without due regard to their rights.

**4.12 Social and mental health issues:** The Complainants submit that there are restrictions on the usage of personal phones in some areas of the workplace, which has negative impact on workers' social and mental health.

**4.13 Niche Life Benefit Plan and the cancellation of salary advances:** According to the Complaints, until June 2020, Niche managed an in-house fund which had the purpose of providing a lump sum to workers when leaving the Company with both the employee and the employer contributing to the fund. In the Complainants' view, the Company failed to contribute its part. In June 2020, the Company switched to an external fund management and cancelled salary advances. The Complainants argue that the Company continues to hold workers' savings from the Niche Life Benefit Plan.

**4.14 Covid-19 compensation:** The Complainants contend that there has been no form of compensation allowance to workers during the Covid-19 outbreak, even though workers continued to work on a full-time basis throughout the pandemic.

**4.15 Minimum leave days:** According to the Complaints, there are workers at Niche whose leave days allowance is less than the minimum number stated in the Labor law of Ghana.

## 5. The Company's Response

Niche presented its response to the Complaints during the Panel's site visit in Ghana in February 2023. The Company has specifically requested that its response be published in the ICM's Report.

While the Company disagrees with most of the allegations raised in the Complaints, the Company's Management recognizes that, as the Company grew significantly and nearly doubled the number of its employees in a relatively short period of time, its rapid growth has also created challenges. It argues that, *inter alia*, this growth triggered certain unavoidable changes to the Company's operations and policies, such as outsourcing specific services and better defining or limiting certain allowances and benefits. Further, the Company's Management states that there may have been some miscommunications on certain aspects of its HR policies and acknowledges that it could improve its communications with workers on a number of the issues that are raised in the Complaints. The following is a summary of Niche's response to the Complaints.

**5.1 Formation of a labor union:** The Company's Management alleges that it has supported and allowed employees to form and join any council or union of their choosing for the purposes of collective bargaining or voicing concerns. On 19 August 2022, the Company's Management issued a memo to all staff, informing them of their rights to form and join a labor union if they so wish. The Company's Management highlights that a labor union has been recently established at Niche. It also explained that, in November 2022, the Company established a workers' council that can



receive and address staff concerns in a timely manner (“Workers’ Council”). The Company states that it had communicated with workers of the various departments to encourage them to submit any concerns they may have via the Workers’ Council.

**5.2 Health insurance:** The Company’s Management contends that all employees are entitled to a basic National Health Insurance Scheme co-paid for by the Company. Additionally, the Company states that it arranges a premium health insurance scheme offered by a private insurer, based on a band system with multiple levels of coverage. The Company argues that, while the band system is generally implemented based on seniority, a revision was conducted in January 2023 and, as a result, 27 employees were upgraded to the premium health insurance. To address incidents of serious work-related injuries, the Company states that an adequate insurance scheme known as “Workmen’s Compensation Insurance” is in place. The Company argues that, if necessary, employees can submit claims following a standard process of certification through which claims are checked for eligibility.

**5.3 Unsafe working conditions:** With regard to provision of PPE, the Company alleges that, upon joining the Company, all workers receive their own personal PPE, which they store in personal lockers. In relation to the extreme heat in some of the factory areas, the Company argues that it is working on getting heat extractors. The Company’s Management also asserts that it has purchased harnesses for workers working at heights. Regarding the slippery floors, the Company contends that it provides rubber sole safety boots for employees to avoid incidents. Concerning the issue of overcrowded buses, the Company’s Management indicates that, since recently, it was made aware of concerns about the insufficiency of the buses. The Company argues that it is currently in the process of optimizing the use of existing vehicles and bus routes to facilitate a proper assessment of the need to purchase additional vehicles.

**5.4 Provision of food:** The Company states that since its inception, it has provided one meal per day for each employee. This service is currently being provided by an external vendor. The Company’s Management acknowledges that recently it has received complaints from employees about the quantity and quality of the food. The Company’s Management states that it takes these complaints seriously, and that to address the need it is installing an in-house kitchen with a caterer to prepare adequate meals for employees. According to the Company’s Management, the kitchen is expected to become operational by the end of March 2023.

**5.5 Payment of overtime and holiday allowance:** The Company contends that it consistently pays a flat rate for overtime and holidays to all employees. The flat rate is 60 GHC per day, regardless of the function or seniority of the employee. Furthermore, the Company argues that all outstanding holiday allowances and staff benefits were paid in November 2022, including holiday allowances and staff benefits such as christening, marriage, funeral, and training allowance. The Company’s Management confirmed that, in Niche’s regular shift system, workers are assigned 12-hour shifts for three days in a row followed by three days of rest, resulting in 4 overtime hours on average per week.

**5.6 Lack of a project-level grievance mechanism:** The Company’s Management states that the Company has an ‘open door policy’ by which employees can report concerns to their supervisors, and a ‘suggestion box’ to serve employees who wish to raise issues anonymously. For complaints on alleged misconduct, the Company further states that it has a clear procedure that is set out in its HR policy, in line with international best practice. Depending on the matter, a formal committee may be convened to address the complaint.

**5.7 Salary increments and other financial benefits:** The Company's Management argues that salaries are being reviewed upwards on an annual basis to reflect changes in economic conditions in the country. According to the Company, over a three-year period, an upward adjustment of 5–10% per annum was implemented for all employees. The Company acknowledges that economic conditions have been particularly unstable and unpredictable during the past year. The Company states that a review is thus planned for April 2023. Furthermore, the Company's Management alleges that although it is under no obligation to pay a 13<sup>th</sup> salary, the Company has opted to pay "success sharing" payments to employees, which is normally paid in two instalments if the Company's financial situation allows it. According to the Company, in the past year, the Company paid "success sharing" payments to all staff.

**5.8 Remuneration for adding roles and responsibilities:** The Company's Management contends that it maintains a good salary structure that is aligned with roles and responsibilities. The Company's Management alleges that salaries do not change immediately after a change in job role, but rather at the time of the annual salary review.

**5.9 Protection for pregnant and nursing mothers in allocation of assignments:** The Company states that it provides three months of paid maternity leave with full payment of salary. Additionally, the Company contends that nursing mothers' work shifts are shortened by three hours a day and that nursing mothers are not assigned to any night shift until one year after birth.

**5.10 Physical violence:** The Company's Management stated that it has not received any reports of cases of violence or assault. However, the Company's Management indicates its commitment to investigate and address the allegations.

**5.11 Unjust treatment of contract workers:** According to the Company's Management, all workers, whether on permanent or temporary fixed-term contract, are treated the same and enjoy similar benefits.

**5.12 Social and mental health issues:** The Company's Management responds that workers that work directly with machines and harmful chemicals are not allowed to use their phones while engaged in their work for safety reasons, but they can do so during breaks.

**5.13 Niche Life Benefit Plan and cancellation of salary advances:** The Company's Management explained that Niche used to have an in-house fund to which the employee contributed 8% of their salaries and the employer contributed 10%. In October 2020, this service was outsourced to a third party. At that time, according to the Company, the employee's contribution was returned to workers, while the Company's contribution is kept by the Company as a guarantee against employees' bank loans and is provided to employees upon leaving the Company, as part of End of Service Benefit.

**5.14 Covid-19 compensation:** The Company's Management responds that, during the Covid-19 pandemic, the Company increased salaries by 5%.

## 6. Preliminary Review of the Complaint

### 6.1 Objectives of the Preliminary Review

According to the [ICM Policy](#), the preliminary review phase starts as soon as a complaint has been found admissible. At the preliminary review phase, the Panel conducts an assessment of the issues raised in the complaints, evaluates their complexity, and considers any additional circumstances relevant to the management of the case.<sup>3</sup>

Based on the preliminary review, the Panel will either conduct a Compliance Review or facilitate a Dispute Resolution Process if all parties are willing to participate in such a process. The Dispute Resolution Process and alternatively the Compliance Review are the core phases of the ICM procedure. The ICM offers the flexibility of conducting a Compliance Review after a Dispute Resolution process or vice versa.

The ICM Policy does not require the existence of prima facie indications of non-compliances in order to initiate a Dispute Resolution Process. Rather, the only pre-condition for a Dispute Resolution Process to take place is that, at a minimum, the Complainants and the Company are willing to participate in such a process.

The preliminary review thus requires the Panel, *inter alia*, to engage with the parties to gauge their interest and willingness to participate in a Dispute Resolution Process. Finally, in line with paragraph 3.2.3. of the ICM Policy, the preliminary review aims at providing the Parties with information on the next steps and an indication of the timeline of the process.

### 6.2 Method of Review

As noted above, the Panel has issued an [Admissibility Notice](#) in this case on 20 January 2023, declaring the Complaints admissible under the admissibility criteria set out in the [ICM Policy](#). Upon issuing the Admissibility Notice, the Panel commenced its preliminary assessment phase. The IEP conducted a site visit in Ghana in February 2023. The main purpose of the visit was to build a better understanding of the issues that were raised in the Complaints and all relevant stakeholders' perspectives, and to obtain direct impressions of the situation on the ground. In addition to discussing the issues of the Complaints, the ICM discussed with the Parties the possibility of engaging in a Dispute Resolution Process and explained the principles and objectives of such process, compared with a Compliance Review. During the site visit, the ICM team met with the Company's Management, the Complainants, the Labor Union Representatives,<sup>4</sup> and the Workers' Council, and spoke with many workers from various departments in the Company.

In addition to the site visit, the ICM held online meetings with the FMO Operational Team, the Company's Management, and the Complainants. The ICM conducted a desk review of project documentation received from FMO's Operational Team as well as documents and photographs provided by the Complainants and the Company. The ICM also conducted a number of

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<sup>3</sup> See, e.g., ICM's Preliminary Review Reports in the cases of [Nyamagasani](#) (9 February 2021) and [FirstRand Bank](#) (2 February 2023), and other previous ICM cases available on the [ICM webpage](#) on FMO, DEG and Proparco's websites.

<sup>4</sup> The labor union at Niche was inaugurated on 5 February 2023 and was formally established under the auspices of the Industrial and Commercial Workers Union (ICU). ICU representatives were also present during the Panel's meeting with the labor union.

consultations with relevant experts, and carried out research on best practices and methodologies for Independent Accountability Mechanisms in addressing labor-related complaints, particularly in conducting safe and reliable worker interviews.

### 6.3 The Panel's Assessment

Both the Complainants and the Company expressed their willingness to participate in a Dispute Resolution Process, following a deferral period. FMO's Operational Team also communicated its commitment to support a Dispute Resolution Process.

In light of the Parties' agreement to enter into a voluntary and collaborative Dispute Resolution Process, the Panel decides to refrain from making any prima facie factual or legal findings on the alleged harms or on FMO's compliance with its environmental and social obligations. The ICM Policy does not require, at the preliminary review stage, that neither harm nor non-compliance be established as a pre-condition to enter a Dispute Resolution Process.

Furthermore, in a Dispute Resolution Process the Parties themselves ought to decide on the framework and issues under discussion, and therefore it is not useful that the Panel present findings on harm or non-compliance. Suffice it to indicate at this stage that the issues raised in the Complaints, as detailed above, relate to the IFC Performance Standard 2: Labor and Working Conditions.<sup>5</sup>

In the present case, both Parties agreed that, since the Labor Union has been recently established, a deferral period would be beneficial to allow the Labor Union Representatives and the Company to engage directly with the aim of concluding a collective bargaining agreement. The Parties proposed that, at the end of the deferral period, the ICM would facilitate a Dispute Resolution Process to address any pending issues that have not been fully resolved through direct negotiations. The Parties further agreed that the ICM will undertake to monitor any agreements reached by the Parties with respect to issues raised in the Complaints.

Following consultations with the Parties, the Panel sets the date for the end of the deferral period to **8 May 2023**. The ICM will not intervene or be involved in any capacity in the direct negotiations between the Labor Union Representatives and the Company in their efforts to reach a collective bargaining agreement.

At the end of the deferral period, the ICM will engage with the Parties to assess whether the issues raised in the ICM Complaints were resolved and will establish, together with the Parties, the ICM's monitoring mandate with respect to these agreements. With respect to any unresolved or partially resolved issues, the ICM will facilitate a Dispute Resolution Process in accordance with paragraphs 3.2.6 – 3.2.11 of the [ICM Policy](#).

An ICM-facilitated Dispute Resolution Process is guided by the following principles: neutrality, voluntary participation, parties-led process and inclusive environment. If the ICM is required to facilitate a Dispute Resolution Process in this case, the process will start with the search and selection of a qualified neutral mediator with appropriate expertise in the subject matter of the case. As soon as the Panel identifies a suitable mediator, it will propose the mediator to the Parties. The Parties will have an opportunity to raise concerns or objections to the selection of the mediator. Next, with the support of the mediator, the Parties will engage in a preliminary

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<sup>5</sup> See [IFC Performance Standard 2, Labor and Working Conditions \(2012\)](#).

dialogue on the framework, scope and ground rules for the mediation. The process will be designed to ensure that all participants have an opportunity to fully express their views and perspectives and that the discussions are informed by the most up-to-date accurate factual developments. Finally, a facilitated dialogue on the issues raised in the Complaints will take place, with the aim of finding mutually agreed resolutions that could address the participants' needs and interests. Upon the conclusion of a mutual agreement, the Panel will undertake to monitor the implementation of the agreement. The Panel will close the case and cease monitoring when it is satisfied that the agreed items have been implemented to the satisfaction of the Parties.

## 7. Next Steps

In light of the above, the Panel recommends that this case proceed to a Dispute Resolution Process under paragraphs 3.2.6 - 3.2.11 of the ICM Policy. To provide clarity to the Parties on the ICM process, the Panel sets out below the expected next steps.

Considering the Parties' mutual agreement to defer the ICM process until after the Labor Union Representatives and the Company's Management had an opportunity to negotiate collective bargaining agreement, the ICM will not intervene or be involved in any capacity in the direct negotiations between the Labor Union Representatives and the Company. The ICM sets a deadline of **8 May 2023** for the Parties to engage directly on the issues of the Complaints.

Thereafter, the ICM will assess whether the issues raised in the ICM Complaints were resolved and whether there are issues that are still pending resolution. With respect to any resolved issues, the ICM will monitor the implementation of the agreements reached. With respect to any unresolved or partially resolved issues, the ICM will facilitate a Dispute Resolution Process.