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CAO Complaint Concerning IFC Project #32408: Palma Guinea.

On behalf of the workers of the Sheraton Grand Conakry, the International Union of Food, Agricultural, Hotel, Restaurant, Catering, Tobacco, and Allied Workers' Associations (IUF) and Global Labor Justice-International Labor Rights Forum (GLJ-ILRF) bring this complaint concerning violations of Performance Standard 2 (PS2) in the operation of IFC Project #32408.¹

The project consisted in a \$15 million USD A loan and \$11 million USD B loan to finance the construction and operation of the Sheraton Grand Conakry (SGC), a 186-room, five-star hotel in Conakry, Guinea owned by the IFC's client, Palma Guinée, S.A, also known as Palma Guinea. The hotel opened in December 2016 under an operating services agreement with Sheraton (later acquired by Marriott) and closed because of mold in December 2021, with remediation and reopening expected in the future. Management terminated 158 of 189 SGC employees in August and September 2022 and repaid its IFC loan in October 2022. As of January 19, 2023, the IFC's website lists the project as active.²

SGC management, consisting of Palma Guinée, the IFC client and hotel owner, and Marriott International, the hotel operator, violated PS2 since the hotel began operating on December 12, 2016.

SGC management maintained unlawful, unreasonable, and unsafe working conditions over the protests of its staff and in violation of PS2. Management deprived workers of wages owed and healthcare benefits legally due to workers and their families. Management illegally left workers without health insurance during a pandemic and subjected them to life-threatening workplace dangers, asking workers to share beds in quarantine, demanding they handle dangerous chemicals without protection, and serving them rotten food in the employee criteria.

Management flaunted its contempt for the freedom of association and the provisions of PS2 and Guinean law protecting that freedom. Obligated by Guinean law to administer an election of workers representatives since 2016, management did not do so until February 2020, under the threat of legal sanction. Throughout that time and up to the present, management has waged a continuous campaign to discourage trade union activity through misinformation, intimidation, and retaliation. Despite PS2's requirements concerning collective bargaining, management refused to meaningfully bargain over these conditions with the union, as PS2 requires, instead responding to the union's efforts with retaliation and intimidation. In October 2020, months after the election, management terminated the union's two most senior leaders in retaliation for their efforts to bargain. Management's illegal effort to terminate four of the six remaining union delegates, in August 2022, was only frustrated by the intervention of Guinean authorities.

Following the closure of the hotel because of a purported mold issue in December 2021, management began a display of blatant disregard for the Performance Standards. Management

¹ The FMO, the Dutch Entrepreneurial Development Bank, also invested in the SGC. FMO, *Disclosure: Palma Guinee S.A.* (approved Apr. 17, 2014), <https://www.fmo.nl/project-detail/32093>.

² Should the project be deemed inactive before the complaint is evaluated, complainants submit that the exceptional circumstances disclosed herein warrant CAO's consideration. Complainants did not seek CAO review to facilitate ongoing engagement with the IFC and were denied the opportunity to submit a CAO complaint by the client's early repayment of the loan. Complainants should not be penalized for good faith engagement with the IFC's processes or for their inability to anticipate the client's withdrawal. This complaint raises key social issues relating to the project's impact on workers who suffered harm due to PS2 violations that are of ongoing concern in IFC's operations. See World Bank Group, *IFC/MIGA Independent Accountability Mechanism (CAO) Policy* § 49 (July 1, 2021), <https://www.ifc.org/wps/wcm/connect/d3e7f1c4-fd6b-40fd-ae76-fb028916611d/IFC-MIGA-Independent-Accountability-Mechanism-CAO-Policy.pdf?MOD=AJPERES&CVID=nFDGwP2>.

retrenched 158 of 189 SGC staff in a flawed process that complied with neither PS2 nor Guinean law. The union, the IUF, and the Guinean Labour Inspectorate offered solutions that would have maintained the workforce and provided them financial support until the remediation work allowed the hotel to reopen. Management refused to consider or propose alternatives to retrenchment or provide workers with concrete assurances of future employment.

Beginning in 2018, the IUF and GLJ-ILRF sought to intervene to support SGC workers seeking to exercise their rights. Complainants continually brought to the IFC's attention ongoing violations of PS2 and proposed paths for problem-solving towards compliance. Substantially all the information disclosed here was provided to IFC through correspondence and a labour portal complaint, which was amended on four occasions.³ Management made no effort at stakeholder engagement, refusing to consult with workers as required by PS1 or to bargain with their union as required by PS2 and Guinean law. Efforts to engage management were repeatedly rebuffed.

The SGC project revealed deep flaws in the IFC's process for evaluating project risks and its mechanisms for securing compliance. Due diligence did not anticipate Performance Standard violations or ensure the client was prepared to conduct PS-compliant operations. Nor did due diligence processes ensure that the IFC had the ability to affect SGC operations, which were primarily controlled by Marriott, a non-client. While Palma Guinée was the formal employer of the workforce, in practice, the IFC client had little control over employment matters and policies, inhibiting IFC's efforts to achieve compliance.

After the project was approved, the IFC's own engagement was inconsistent and, ultimately, ineffective. The IFC did seek to engage its client on several occasions, with increasing frequency as the problems deepened, but proved unable to bring the project into compliance with the Performance Standards. The IFC's lack of leverage over Marriott, which managed the hotel, severely impeded the IFC's efforts, as did its lack of regional labour rights expertise. The IFC did commission a labour assessment from Ergon Associates, which took a year to complete and was not disclosed. The IFC never escalated remedies, being reluctant to move more forcefully to bring its client into compliance out of fear that the client would repay the loan to evade its obligations. Still, the client repaid the loan in September 2022.

The PS2 violations severely undercut the project's development impact. Were PS2 adhered to, the project would have created high-quality, long-term, and stable employment for nearly two-hundred Guineans. In fact, workers faced substandard working conditions, intimidation, and insecurity. Interruptions in hotel operations caused severe financial harm to workers. Beginning in December 2021, workers then were paid a mere fraction of their salary until August 2022, when 158 of 189 employees were terminated with a maximum of two months' salary in severance.

Management's behavior not only violated the Performance Standards and undercut the development impact of the project, but it also put severe strain on the rule of law in Guinea. Management repeatedly violated the law and refused to cooperate with official efforts to rectify the violations, requiring ever more forceful responses from the authorities. Only on receipt of an ultimatum from the Labour Inspectorate, for example, would management finally disclose the list

³ The IUF, the International Trade Union Confederation (ITUC), and GLJ-ILRF submitted a complaint to the IFC's labour portal on June 23, 2021. The complaint was supplemented with addenda on July 6, 2021, July 20, 2021, October 19, 2021, and January 12, 2022. The complaints, which are included in the appendix, were supplemented by consistent correspondence between complainants and IFC.

of individuals to be terminated to the government—months after the information legally should have been provided.

The following surveys management's violations of the Performance Standards over the four phases of the project and concludes with a table of violations and appendices.

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IFC Disclosures and Due Diligence.

The IFC first disclosed the proposed project with Palma Guinea on April 10, 2013. The project consisted in a \$15 million USD loan from IFC's own account and an up-to \$11 million USD syndicated loan, both intended to finance the construction and operation of the Sheraton Grand Conakry. The FMO joined the IFC in financing the project.⁴

IFC disclosures⁵ indicated that minimal effort had been expended in evaluating the PS2 compliance of the SGC's operations, which were discussed in only one paragraph in the Environmental and Social Review Summary:

During the operation of the hotel, human resources will be managed in compliance with the Starwood's Human Resources Policy[.] At the time of appraisal the Operating Services Agreement (OSA) between Palma Guinée and Starwood was not signed. More information on Human Resources Management during operations will be available after signature of the OSA.⁶

The disclosures were not updated after the OSA was signed. The sole document referenced—Starwood's Human Resources Policy—ceased to apply following the Marriott's acquisition of Starwood in 2016.

No stakeholder engagement was conducted, to our knowledge.

The Project.

The Sheraton Grand Conakry and its four restaurants, among other amenities, opened on December 12, 2016, and operated under the Marriott brand until December 2021, when management abruptly ordered a partial closure of the hotel. 158 of 189 workers, most of whom had been performing part-time work at the hotel and receiving unemployment benefits following its closure, were terminated in August and September 2022. The client, Palma Guinée, S.A., repaid its debt to the IFC in October 2022.

1. Overview.

Throughout the operation of the Sheraton Grand Conakry, management thoroughly disregarded the rights of workers and the demands of PS2. Obligated not to discourage trade union activity by PS2, management waged a multiyear campaign to delay, frustrate, and obstruct workers' exercise of their freedom of association, replete with several retaliatory terminations. Management stubbornly refused to provide reasonable, lawful, and safe working conditions and summarily dismissed workers' efforts to bargain for improvements.

In the first phase of the project, management refused to administer an election of workers' representatives as required by law, while seeking to discourage workers' efforts to organize with

⁴ FMO, *Disclosure: Palma Guinée S.A.* (approved Apr. 17, 2014), <https://www.fmo.nl/project-detail/32093>.

⁵ IFC, *Summary of Investment Information: Palma Guinea* (approved Jun. 3, 2014), <https://disclosures.ifc.org/project-detail/ESRS/32408/palma-guinea>; IFC, *Environmental and Social Review Summary* (disclosed April 10, 2013), <https://disclosures.ifc.org/project-detail/ESRS/32408/palma-guinea>.

⁶ IFC, *Environmental and Social Review Summary* (disclosed April 10, 2013), <https://disclosures.ifc.org/project-detail/ESRS/32408/palma-guinea>.

intimidation, misinformation, and retaliatory terminations, despite PS2's prohibitions. Management's efforts were unsuccessful. When the election was finally held, on February 11, 2020, the workers voted for the union slate in a landslide.

In the project's second phase, the newly elected union sought to bargain with management to address critical safety issues and management's failure to provide required health benefits, among other unlawful working conditions. Management stubbornly maintained these unlawful, unsafe, and unreasonable working conditions. Management refused to bargain and instead retaliated against workers for their exercise of the freedom of association, terminating, among others, the general secretary and deputy general secretary of the SGC workers' union. Management threatened workers who had voted to strike in October 2021 with termination en masse if they carried out their intention. Meanwhile, management sought to undermine the union by hiring workers on less secure contracts and without the employment documentation required by PS2 and Guinean law.

The hotel then abruptly shuttered most operations in December 2021 due to a mold problem, leaving much of the staff without work. Management refused to bargain with or disclose information to the union concerning the impacts of the mold, instead acting unilaterally and without consultation. For seven months following the closure, workers received almost no information about their future employment prospects and none concerning the potential health impacts of having worked in what management claimed to be a mold-infested building. Management instituted a rotation system to preserve the workforce and ensure workers had opportunities to earn money but discriminated against union activists in the assignment of work.

Finally, following management's abrupt closure of the hotel, the SGC workers' union and its allies sought to preserve and support the workforce but found management unwilling to collaborate with the union or with government authorities to identify solutions. Instead, management pursued mass retrenchment single-mindedly, without considering alternatives, the impact of its drastic action on its workforce, or the demands of PS2 and Guinean law. In addition to its termination of the SGC workers' union's two most senior leaders, management tried to terminate a further six union delegates in August 2022, an illegal effort reversed by the intervention of national authorities.

Since 2018, running across these phases, management maintained a continuous effort to discourage the exercise of the freedom of association through misinformation, intimidation, and retaliation. Workers were repeatedly required to attend meetings, whether all-staff or one-on-one, where management pushed an unrelenting anti-union message that made little secret of management's intent to retaliate against union activists and activities.

2. The Campaign for a Union Election (2018-2020).

Frustrated by poor working conditions, workers at the SGC commenced efforts to unionize in February 2018. Workers reached out to the Fédération de l'Hôtellerie, Touristique, Restauration et Branches Connexes (FHTRC), an affiliate of the national Guinean trade union confederation Organisation Nationale des Syndicats Libres de Guinée (ONSLG), to help push the election process forward. In turn, FHTRC-ONSLG, an IUF affiliate, requested the IUF's support for their efforts to unionize. On March 15, 2019, the FHTRC-ONSLG made a formal request to begin the union election process under Guinean law.

Because the workplace contained more than the requisite twenty-five people, Guinean law required management to administer an election for workers' representatives shortly after

operations began. Indeed, IFC disclosures noted this requirement at the project's inception. However, despite opening in 2016, it would not be until February 2020 that management finally performed its obligation to hold an election.

When workers began publicly seeking an election of workers' representatives, management responded with a campaign of misinformation and intimidation.

2.1. Workers' Activism and Complaints (October 2019).

As management refused to meet its obligation to administer an election, and increased discrimination and harassment of those perceived to be sympathetic to the union, the workers continued to exercise their labour rights. On October 15, 2019, hotel workers delivered a petition signed by 150 of approximately 400 workers, demanding an election. On that same day, the IUF, GLJ-ILRF, and the ITUC filed a complaint with the IFC's labour portal, raising concerns about violations of PS2 and ILO Conventions 87 and 98.⁷ Over the following years, as labour abuses continued, the labour portal submissions were updated on a regular basis as labour violations and anti-union harassment continued.

After the filing of the complaint, the IFC, the IUF, and SGC management were able to come to an agreement to hold the legally required union election. Management began to arrange the election for October 28, 2019, but promptly canceled. On October 19, 2019, the IFC reported that the election date would again be deferred, this time to February 3, 2020.

2.2. Termination of Union Activists and Anti-Union Retaliation (November-December 2019).

Throughout 2019 and early 2020, SGC management stalled the election and sought to influence its outcome through intimidation. In November 2019, two workers were terminated on specious grounds, which the remaining workers understood as a threat against those who were perceived to be supportive of the union.

SGC management granted union member [REDACTED] leave to attend the funeral of his stepfather. On [REDACTED] return, a supervisor invited him for a drink and inquired about Mr. [REDACTED] views on the union. [REDACTED] affirmed his support for the union. Within a few days, SGC management terminated [REDACTED] on the false ground that his leave to attend the funeral had not been approved.

Another union member, [REDACTED] was falsely accused of stealing hotel food, even though he had informed security that the food was his own, and that he had been unable to eat during his break. [REDACTED] was terminated and imprisoned for three days because of management's accusations. Workers at the hotel understood these terminations to be a demonstration of SGC management's aggressive anti-union stance.

SGC management also held large captive-audience meetings at the hotel, including several department-wide and one hotel-wide meeting in December 2019.⁸ At these meetings,

⁷ IUF, *Sheraton Grand Conakry: IUF Moves Rights violations Complaints to the ILO* (Feb. 19, 2021), <https://www.iuf.org/news/sheraton-grand-conakry-iuf-moves-rights-violations-complaints-to-the-ilo/>.

⁸ A captive audience meeting is a mandatory meeting held by an employer during work hours to pressure employees not to organize.

management mixed misinformation with harassment and intimidation to discourage workers from exercising their rights.

2.3. The Election of the Union (February 2020).

After prolonged negotiations, the election finally took place on February 11, 2020. Although management repeatedly convened the workforce to hear anti-union misinformation, 72% of the voting workers cast ballots in favor of the union slate. The workforce elected [REDACTED] to the position of General Secretary and Deputy General Secretary [REDACTED].

After the union's victory, management promptly fired and replaced the hotel's Director of Human Resources in March 2020.

3. Bargaining (February 2020-December 2021).

After the election, the SGC workers' union and management established a monthly meeting. The first meeting occurred in mid-March, just as the COVID-19 pandemic arrived in Guinea. Accordingly, union leadership focused on health and safety in the workplace. Union delegates found that management would not engage in good faith bargaining and dismissed issues, including clearly unlawful working conditions, raised by the union. Management refused to alter its policies or meaningfully engage with the union, maintaining unsafe working conditions as the pandemic raged across Guinea and an SGC staffer died of unknown causes.

Instead of bargaining, management sought to break the union and stubbornly maintained unlawful, unsafe, and unreasonable working conditions. In retaliation for union activity, management fired the SGC workers' union's general secretary and his deputy. To discourage further union activity, management held numerous meetings with staff where hotel officials shared anti-union messages.

3.1. Management Refuses to Comply with Employee Healthcare Law (Bargaining in March 2021).

For SGC workers, healthcare benefits were of central concern even before the pandemic arrived. Union delegates attending the first bargaining meeting repeatedly emphasized the importance of health care benefits, a matter also raised in several SGC workers' petitions, and sick pay. The law required management to provide both healthcare and sick pay to workers, but the workers' representatives were forced to campaign for benefits the law accorded them as a matter of right.

Guinean law requires employers to pay full healthcare costs for employees and up to three dependents residing with them. Initially, management provided no healthcare benefits. Only after the press conference on the anniversary of the death of SGC worker [REDACTED] in July 2021, did management even begin to provide health insurance cards to employees, although still no dependent care was offered.

SGC management also illegally denied sick pay to workers during the pandemic. Guinean law requires management to pay workers' wages during days they are absent for illness, and in case of absence due to long-term illness, to pay 50% of wages (the state pays the remaining 50%). Management did not pay workers' wages for sick leave, whether short or long term.

Management refused to consider altering these conditions in the first bargaining meeting.

3.2. Management's Pandemic Response Endangers Workers' Health, Jobs, and Union (Bargaining in March 2021).

With the arrival of the pandemic, the hotel operated with a reduced staff for safety reasons. However, management's response to the pandemic in the first bargaining meetings showed little concern for the safety of its employees or the rights of their union.

In the early days of the pandemic, management required many employees to quarantine within the hotel. In violation of COVID-19 prevention measures and the occupational safety and health provisions of the Performance Standards, management forced workers to not only share the same rooms, but often the same beds.

SGC management used the interruption in hotel operations to undermine the union and imperil workers' jobs. In mid-March, while workers accepted a reduction in staffing due to health concerns, management began replacing permanent employees in core hotel functions with temporary or seasonal employees, in violation of Guinean law. Workers seen as sympathetic to the union were increasingly targeted by these management decisions, which undermined their job security.

Management also used the public health crisis to expand workers' job responsibilities. While management cut staffing, employees often had to work in up to three job categories, regardless of whether the workload was reasonable.

Management refused to consider altering these conditions in the first bargaining meeting.

3.3. Occupational Health and Safety (Bargaining in March 2021)

In their first negotiations, the SGC workers' union raised longstanding occupational safety and health problems in their workplace. SGC workers handle toxic cleaning solvents in kitchen, laundry, and room cleaning functions. Yet managers provided workers neither masks to protect against respiratory harm, nor gloves to protect against skin damage. Management at first said that masks were not stocked, but after the pandemic began, masks began to be provided to workers.

3.4. Unlawful Withholding of Wages: Management Refuses to Comply with the Labour Law and Hotel Sector Bargaining Agreement (Bargaining in March 2021).

At the first bargaining meeting, in March 2020, union delegates raised concerns about pervasive unlawful withholding of wages at the hotel. Management illegally withheld workers' wages in a variety of ways in violation of PS2.

For example, Guinean law required management pay higher wages for additional work performed after eight hours on the job. Management paid the regular rate for overtime work. The sectoral bargaining agreement for the Guinean hotel sector also required employees to be paid a higher rate for work performed at night. Management paid workers the regular rate for night work. Management also illegally deducted wages when workers were absent due to illness. Rather than pay workers' full wage, as required by law during short-term illnesses, or pay half, as required during long-term illnesses, management paid nothing to its unwell employees.

Management refused to consider altering these conditions in the first bargaining meeting.

3.5. The Death of [REDACTED] (April-June 2020).

As SGC management refused its obligation to pay for workers' health care and declined to engage in good faith bargaining, SGC workers endured the risk and expense of living through a pandemic without health benefits. In April 2020, SGC housekeeper [REDACTED] fell ill at work and was hospitalized. Union delegates met with management, requesting that her medical bills be paid as Guinean law demanded. Management refused to make any payments.

On June 24, 2020, [REDACTED] died in the hospital from unknown causes and without any financial support from her employer. Only after her passing did management provide a token recognition of its obligation to provide for [REDACTED] health, offering to pay her family 2,000,000 Guinean francs (\$200 USD). This sum was less than half of [REDACTED] medical costs of 5,140,000 Guinean francs (\$514 USD). [REDACTED] family, insulted by the delayed and de minimis offer, declined it. Ultimately, SGC workers pooled funds to help [REDACTED] family pay the costs of [REDACTED] care.

3.6. Management Serves Rotten and Expired Food (May 2020).

In bargaining meetings in May 2020, union delegates raised concerns with management about the unsafe conditions in the cafeteria, where management provided employees rotten and expired food regularly. When union delegates mentioned the issue and informed their coworkers of the safety risks of eating the cafeteria food, management accused them of plotting a strike.

3.7. Retaliatory Termination of Union Leaders and the Arbitrary Termination of a Worker (August-October 2020).

Not long after the union's election victory, management began a campaign of retaliation, discrimination, and harassment against the workers and the newly elected officers of the union. On August 26, 2020, management disciplined SGC worker [REDACTED] for accidentally breaking a flowerpot one week prior. Management unlawfully denied [REDACTED] union representation in his disciplinary meeting and then used the controversy over [REDACTED] treatment to escalate its attacks on the union.

As the harassment escalated, and to avert an unjust termination, union delegates requested a meeting with management to discuss [REDACTED] situation. On August 26, 2020, union delegates [REDACTED] and [REDACTED] met with the acting general manager of the hotel. The delegates asked that management recognize [REDACTED] error had been accidental, was immediately reported, and was not appropriate grounds for termination.

The next day, August 27, 2020, management sent a letter to the local Labour Inspector requesting permission to terminate the union's top two leaders, General Secretary [REDACTED] and Deputy General Secretary [REDACTED]. Management claimed that the delegates had acted aggressively during the meeting the day before. The union delegates denied that allegation entirely, writing to the Labour Inspector, on August 28, 2020, to say that they had not been aggressive but had simply advocated on behalf of their unjustly imperiled colleague.

Management then suspended General Secretary [REDACTED] on September 2, 2020, and suspended Deputy General Secretary [REDACTED] on September 11, 2020. Shortly afterwards, on September 16, 2020, management terminated [REDACTED] for accidentally breaking a flowerpot. In response, the union began circulating a petition demanding the

reinstatement of [REDACTED] and the suspended union leaders, obtaining over 150 workers' signatures between September 25, 2020, and September 28, 2020.

Seeking the Labour Inspector's permission to terminate the union delegates, management claimed that the delegates had acted aggressively. The Labour Inspector did not grant the termination, noting that the delegates had no prior history of discipline and management offered no evidence of extreme action on their part. However, he reversed himself on September 18, 2020, and authorized the terminations.

The terminated delegates were denied even the pretense of due process in the termination proceedings. The SGC's Director of Human Resources and Acting General Manager visited the Labour Inspectorate several times without notifying the delegates or giving them the opportunity to respond during the Inspector's consideration of management's termination request. Following this *ex parte advocacy*, the Labour Inspector authorized the terminations on September 18, 2020. The Labour Inspector would not provide a copy of his decision to the union's counsel, making it impossible to appeal within the requisite timeframe.

Finally, on October 7, 2020, management terminated the SGC workers' union General Secretary, [REDACTED] and its Deputy General Secretary, [REDACTED]. The pretext for their terminations was their advocacy on behalf of [REDACTED] which management falsely claimed was improperly aggressive, as a cover for its anti-union animus. Within hours of terminating the delegates, management held a captive audience general meeting for the hotel staff. Management promised to remedy outstanding healthcare, overtime pay, base wage, and other issues. Management refused to take comments, cutting off a union delegate who protested that the terminations were unjust. Management stated the matter would not be discussed further. Workers perceived the meeting as an effort to further undermine their union and distract attention from the unjust terminations.

3.8. Workers Stand Up for Terminated Union Leaders and Union Office Vandalized (October-December 2020).

Shortly after the termination of their elected leaders, SGC workers organized a photo petition demanding their reinstatement, reiterating workers' concerns about workplace safety and health insurance. Over one hundred workers joined the photo petition. Later, in February 2021, management used the photo petition to harass workers in captive audience and one-on-one meetings with them. In December 2020, notwithstanding the IFC's eventual hiring of a consultant to conduct a labour assessment, management continued to harass the union. On December 10, 2020, the union noticeboard and office at the SGC were vandalized and the laptop used for union work was seized. Only management had access to the keys to the union office, which were kept in the hotel's security office.

3.9. Workers Complain to the ILO (February 2021).

As management's anti-union campaign increased in intensity, SGC workers turned to the International Labour Organization for support. On February 19, 2021, the IUF filed a complaint with the ILO's Committee on Freedom of Association, asserting violations of ILO Conventions 87 and 98 by the government of Guinea. The complaint recited the above events, situating them in the context of workers' internationally recognized rights to organize and bargain, the same rights that guide PS2.

The complaint related the extent of SGC management's anti-union conduct, in the face of which the government of Guinea had either stood aside or given support to management's cause.

The IUF also made an Article 24⁹ representation on that same date, focusing on "the failure of the government of Guinea (GOG) to maintain a functioning labour inspection system, to ensure the timely payment of wages to all workers and to carry out a national policy on the promotion of occupational safety and health," in violation of its obligations under ILO Conventions 81, 85, and 187. These communications were supplemented by addenda submitted on November 3, 2021, which detailed the ongoing failure of management to engage the union and heed workers' concerns.

3.10. Management Steps Up Intimidation and Surveillance Efforts (February 2021).

After the IFC's consultant conducted interviews with workers on the IFC's behalf, workers experienced a further intensification of anti-union hostility. Management began holding multiple captive-audience and one-on-one meetings with workers. Management threatened the workforce with wholesale replacement and threatened to terminate individual workers who appeared in the photo petition. Surveillance cameras were installed in working areas, and plainclothes police were regularly present on hotel grounds—along with the federal security minister—which the workers experienced as anti-union harassment and intimidation.

3.11. Management Refuses to Bargain, Unilaterally Announcing Legally Inadequate Benefits (June 2021).

On June 24, 2021, SGC workers held a highly publicized press conference commemorating the one-year anniversary of the death of their colleague, [REDACTED]. There, the workers reiterated the demands they conveyed in three prior petitions provided to management between December 2019 and February 2021, which specifically requested negotiations concerning healthcare benefits. Rather than bargaining with the union over terms of employment, as required by PS2 and Guinean law, management decided to change working conditions unilaterally and unlawfully.

Shortly after the press conference, management began giving employees health insurance cards. The coverage did not comply with Guinean law, as it provided no coverage for dependents, and management did not negotiate with the union concerning the new insurance policy.

On July 16, management held an all-staff meeting in the hotel ballroom. They announced gifts for the employees (one bag of rice and some fabrics), unspecified seniority raises, and an across-the-board 8% pay raise beginning at the end of July. Management also stated that it would begin to pay overtime, although they did not state the overtime rate. This across-the-board raise never materialized. In fact, management later chose to use the promised raise to discourage a strike.

3.12. Consultant Workers' Rights Report Completed, not Disclosed (August 2021).

Commissioned in December 2020, the IFC's consultant Ergon Associates completed its assessment in August 2021, sharing its report only with the IFC. The IFC did not disclose the report to participating workers or the labour constituents. Along with the consultant's findings,

⁹ ILO Constitution Art. 24 (Representations of Non-Observance of Conventions), https://www.ilo.org/dyn/normlex/en/f?p=1000:62:0::NO:62:P62_LIST_ENTRIE_ID:2453907:NO#A24.

IFC also declined to disclose the corrective action plan it had developed to address SGC management's persistent noncompliance, if any such plan was indeed created.

3.13. Management Threatens Workers, Hires Workers without Employment Documentation (October 2021).

Further undermining workers, their job security, and their union, management began replacing workers on permanent contracts with temporary workers, particularly in the housekeeping department. In violation of the sectoral bargaining agreement, SGC management did not demonstrate that laid-off workers had been offered employment before the positions were offered to newly recruited workers.

In June 2021, the housekeeping department had fifteen room attendants on permanent contracts and only one on a temporary contract. Beginning in August 2021, while the hotel remained at under 50% capacity, SGC management hired eighteen "apprentices" through a temporary staffing agency. This doubled the cleaning workforce while cleaning work was halved, suggesting that management's true intention was to undermine permanent workers. New workers were told not to fraternize or associate with permanent workers, explaining that senior employees were "causing problems" and threatening to fire new workers who disobeyed. This was a clear violation of workers' freedom of association.

With respect to its new temporary employees, SGC management still refused to comply with PS2 and Guinean law. The new temporary workers informed the IUF that they had not been given employment documentation, in violation of PS2, Guinean law, and the sectoral bargaining agreement. They had no guarantee of work from one week to the next.

3.14. SGC Workers Seek to Strike (October-November 2021).

In response to management's continued efforts to intimidate employees, break their union, and deny their rights, SGC workers submitted a petition to strike on October 26, 2021. On October 27 and 28, a representative of Palma Guinée summoned every union delegate, individually or in pairs, to question their decision to strike. He told the delegates "the authorities are with us" and "you will see." Meanwhile, in violation of Guinean labour law, the hotel's Director of Human Resources threatened workers with additional violations of Guinean labour law, saying that if workers were to go on strike, they would be fired and replaced, and a hotel-sponsored program of low-interest loans would be canceled.

At a meeting with the Guinean Labour Inspectorate on November 3, 2021, management presented its first offer. In return for the workers withdrawing their lawsuit seeking to enforce legal minimum employment benefits, and publicly announcing the resolution of the issues, SGC management would finally extend the \$50 USD per month raise first promised in July 2021.

Immediately after this meeting, management held a mandatory meeting with workers. There, in an obvious effort to deflate the workers' campaign, the Director of Human Resources falsely claimed that management and the union had reached an agreement and that the union had called off the strike. The union responded by posting a notice stating that no agreement had been reached and the strike was not postponed.

At a meeting of the union, held on November 10, 2021, workers unanimously rejected management's offer, which resolved none of the outstanding PS2 and national law violations.

Showing little desire to come to terms, management again presented the same offer in a meeting with the Labour Inspectorate on November 17—but excluded the \$50 USD raise. Management again met with the union on November 23, 2021, but this time made no proposals save a demand that negotiations be postponed.

4. Closure of the SGC (December 2021-June 2022).

On Friday, December 10, 2021, SGC management held a general meeting for workers and announced that, due to an unspecified “contamination,” the SGC would close for maintenance as of Sunday, December 12, 2021. Workers later learned that the problem was a mold infestation affecting most rooms. Despite this material change in workers’ employment circumstances, such that PS2 required dissemination of new “written information” regarding their employment, for months neither SGC workers nor their union received information about their future work with SGC. Indications are, however, that management knew of the impending closure since mid-October 2021.

In executing its response to the mold problem, management again refused to engage and bargain with the union to develop solutions for the workforce. Instead, management again sought to use its power to break the union and penalize those exercising trade union rights. Management showed contempt for both PS2 and the requirements of Guinean law, forcing Guinean labour authorities to resort to ultimatums to obtain management’s compliance.

4.1. SGC’s Failure to Inform Workers (December 2021).

Notwithstanding the disclosure requirements of Guinean labour law and PS2, SGC workers were left in the dark. Management did not inform them of the health consequences of their work in an environment contaminated with mold, nor were they informed about their future employment prospects at the hotel. Management did not announce when the hotel would be reopened and held no further meetings to inform workers of their fate for several weeks.

Management’s only further communication was an unsigned, undated notice, posted on December 17, 2021, which stated that because of flooding in “a number of areas across the property,” “structural renovations” were required. The notice stated workers would receive their December salary and promised further information in the future. Workers on permanent contracts informally learned, primarily through their supervisors, that they would remain employed until the end of December, with a smaller number of workers continuing to work in January of 2022.

During the week beginning December 13, 2021, management informed individual workers on temporary contracts that their contracts would be terminated on December 31, 2021. Some were dismissed earlier, on December 17, and asked to turn over their health insurance cards even as they were left in the dark regarding the health consequences of the mold.

4.2. Unilateral Suspension of Second Union Election and Employment Contracts (December 2021).

On December 28, 2021, management posted a second notice, stating that SGC would take several unilateral actions with respect to its employees. Importantly, management suspended the union election that would normally have taken place around the conclusion of the prior officers’ terms on February 11, 2022. With a few exceptions, management unilaterally suspended all employment

contracts with its workforce. Management made no effort to discuss these matters with the workforce, the union, or the federation partly responsible for administering the union election.

4.3. Union Delegate Denied Access (January 2022).

When the principal union delegate and Treasurer, [REDACTED] visited the hotel on January 4, 2022, to inquire about health and safety measures for workers present in the hotel, and continuing employment for others, [REDACTED] was informed that she could not enter, even in her capacity as a union delegate.

4.4. Employment Status in January 2022.

As of January 2022, based on posted schedules, 87 workers were scheduled and authorized to enter the hotel to prepare for an early January event, with the potential to work for the remainder of the month. Management asked these workers to take on new and expanded duties. The hotel had scheduled a few events requiring banquet service, the last of which was to take place on January 8, 2022. It was left unclear whether these 87 workers would continue to work after January 8, or how they would be paid. One cook was told he should come in for the week and would be paid in cash. Workers not on the posted schedules no longer had access to the hotel, and according to a report from a management representative, they were denied entry indefinitely.

4.5. Anti-Union Discrimination in Rotation System (March 2022).

In early 2022, the IUF learned SGC management instituted a new shift rotation system. In theory, the rotation system would fairly distribute the work that remained at the partially closed hotel. Workers would have the opportunity to earn full pay at least part of the time by sharing hours.

In practice, the rotation system discriminated against union activists, six of whom were completely excluded from it, thus limiting their access to the hotel and depriving them of opportunities to earn income, all in retaliation for protected activity and in violation of PS2.

The SGC workers' union continued to seek fair recall rights, but hotel management continued to refuse. Management continued to hire employees without first offering employment to previously laid-off workers, as the sectoral bargaining agreement required.

4.6. Provisions for Workers Partially Employed or Unemployed.

The government of Guinea revoked SGC's license to operate on April 21, 2022, further imperiling workers' livelihoods. In keeping with its past behavior, SGC released little information to the workers about the future of their jobs. Ultimately, temporary unemployment benefits offered by their employer lasted for six months, replacing only a fraction of employees' lost salaries, and expired at the end of June 2022. In August 2022, in response to government inquiries, SGC management made clear that the license revocation had not impacted their decision making with respect to the hotel.

Due to management's resistance, no negotiation took place regarding the terms of employment for the skeleton crew of workers who staffed the partially operating hotel. Management continued to refuse to administer a same election. The SGC worker union's attempts to negotiate on behalf of SGC workers not currently receiving work assignments stalled, due to the unresponsiveness of the hotel owner, Palma Guinée, and the hotel's operator, Marriott.

5. Management's Unlawful Retrenchment (July – September 2022).

On July 1, 2022, management sent a notice of retrenchment to one union delegate, proposing to terminate 158 of its 189 employees, including 137 permanent workers, eighteen supervisors, and three managers. Under Guinean law, the submission of such a retrenchment plan triggers a process of consultation, subject to a timeline, with the workers and the Labour Inspectorate. However, as management acknowledged, the retrenchment plan was legally inadequate, and lacked key information, such as the names of the individuals to be terminated and the severance they would receive.

Management tried again on July 15, 2022, submitting a new retrenchment plan that evinced none of the consideration of alternatives to retrenchment that PS2 requires. The document included a table of three alternatives, but summarily deemed them as “not applicable” or “unlikely.”¹⁰ A list of workers to be terminated and the severance to be provided them was not disclosed either to the union or the Labor Inspectorate.

Management planned to send workers into poverty with little severance and no job security. According to management's proposed layoff plan, terminated employees would receive 25% of their monthly salary for as many months as the employees had years of service at the hotel. For workers employed since the hotel's opening in 2016, that amounted to approximately \$250 USD.

Moreover, management did not disclose whether these meager amounts would be garnished to pay off the subsistence loans it had arranged for its workforce. Loan payments, if charged, would consume substantially all the meager severance offered for most workers. Management refused to commit to rehiring current workers, a standard industry practice, upon reopening.¹¹

5.1. Management and the Union's Retrenchment Proposals (July 2022).

As allowed by Guinean law, the union submitted an information request to management on July 21, 2022, asking for clarification concerning who would be terminated, what they would receive as severance, and the timeline for the hotel's reopening. The union also submitted a request for the engineers' reports on the mold issues at the hotel.

¹⁰ The entire section of the retrenchment plan submitted on July 15 dealing with alternatives to terminations is reproduced below in translation from the French original. Note that the document did not include any items labeled one or two:

#	Description	Risks and Opportunities	Viability
3	Retirements	NA	[empty]
4	Reduction in salary or maintaining the unemployment status	Since the 6 months of unemployment mandated by law have ended, it is not legal to extend unemployment, nor is this practical since it would represent to great a financial burden on the employer.	Unlikely
5	Collective resignation with an agreed upon severance	All employees will be paid their entire legally required severance, but since this is a complete closure of the hotel the procedure chosen will be a collective termination.	Unlikely.

¹¹ Ultimately, workers' severance payments were not garnished by the loan provider.

As required by Guinean law, the first of the meetings between SGC management and the union delegates occurred on July 25, 2022. Union delegate [REDACTED] read out the union's proposal for a fund that would sustain workers until the hotel reopened.

The Emergency Relief Fund (ERF), [REDACTED] explained, aimed to financially support the SGC workforce until the hotel could reopen—essentially extending the terms of the then-existing unemployment protections as mold remediation work on the hotel proceeded. In so doing, the ERF proposal preserved the hotel's well-trained workforce and the project's development impact, avoiding an extended period of poverty not only for the workforce, but for the many others who relied on SGC workers' incomes.

Under the ERF, the 158 workers to be terminated would instead receive a monthly payment of \$140 USD, funded equally by contributions of \$33,390 USD each from the IFC, its client, Marriott, and the IUF. The IUF committed to funding its share at the outset. The total cost of preserving the workforce and providing financial security to workers was \$133,560, a miniscule fraction of the hotel's estimated renovation budget of \$10-12 million USD. Ultimately, neither the IFC, Palma Guinée, or Marriott International matched IUF's commitment; they also declined to participate in a reduced-scope ERF, proposed on August 4, which would have required significantly smaller contributions.

Alongside the ERF, the union proposed a variety of means for raising revenue from partial hotel operations and raising workers' incomes through continued rotational work, further offsetting the cost of maintaining the workforce. Management declined to consider any of these options.

5.2. Management Refused to Engage with the Union or the Labour Inspectorate's Proposals (August 2022).

On August 4, 2022, management and the union delegates held the second meeting required by the Guinean law of retrenchment.

Despite Palma Guinée's claims of financial hardship, and despite the ERF's financial advantages over retrenchment, Palma Guinée and Marriott refused to engage substantively with the Emergency Relief Fund proposal. Palma Guinée and Marriott summarily dismissed any efforts to creatively brainstorm alternative sources of revenue. They refused to respond to a cost analysis provided by the union, which demonstrated that preserving the workforce would cost Palma Guinée less than mass retrenchment. Still, none was provided.

Palma Guinée and Marriott also shared no information about the timeline or status of renovations. They continued to refuse to negotiate a recall agreement that would provide the terminated workers priority in hiring when the hotel reopened.

5.3. Management's Disregard of Guinean Law and the Labour Inspectorate (August 2022).

As allowed by Guinean law, the Labour Inspector called a third meeting between the union, management, and the Inspectorate to discuss the competing proposals.

Inquiring along the same lines as the union, the Labour Inspector could extract almost no information from Palma Guinée and Marriott. Neither took responsibility for their closure of the hotel or their failure to disclose information. When the Senior Advisor to the Minister of Labour asked what the timeline for renovation work was, the Director of Human Resources denied any knowledge of a work plan and provided no information. The Labour Inspector again requested

the documents listing employees selected for termination and the severance they would receive, which the Inspectorate reserves the right to review. Still, none was provided.

The Labour Inspectorate urged Marriott and Palma Guinée to respond to the union's proposals, while offering its own. Given the extraordinary circumstances, and Marriott and Palma Guinée's declared intention to reopen the hotel, the Labour Inspector suggested extending the period of "technical unemployment" to up to two years, as the Labour Inspector had in other cases. While the law typically mandates a maximum period of six months, the Labour Inspectorate, with permission of the Ministry of Labour, may authorize an exceptional extension of technical unemployment. The Labour Inspector stated explicitly that the employer would not be required to pay the required 30% salary during this extension; workers would forgo salary in exchange for a guaranteed return to work when the hotel reopens. Without deliberation, Marriott and Palma Guinée refused.

The Labour Inspector asked multiple times whether management would consider reducing the number of workers slated for retrenchment. Management conceded that they would consider the possibility and would respond to the Labour Inspector in writing. The union never received any such modified proposal.

5.4. Management Unlawfully Attempts to Terminate Union Delegates (August 2022).

Marriott and Palma Guinée did not provide the information or the proposals they promised to the Labour Inspectorate. Instead, management sought to begin the termination process, without allowing the union to review documents listing the employees to be terminated and the severance they would receive.

Although the union had not had an opportunity to review the list of proposed terminations, management began calling employees on Thursday, August 25, 2022, asking them to come and sign their termination paperwork. Management called four of the six union delegates in to meet with the Director of Human Resources, [REDACTED] and the General Manager, [REDACTED]. In the meeting, [REDACTED] and [REDACTED] asked the delegates to sign paperwork attesting to their termination and acknowledging the amount of their settlements. The delegates refused to sign, explaining that they had not had a chance to review the list of terminations, severance amounts and whether their seniority had been respected.

Two delegates in particular, [REDACTED] and [REDACTED] both senior engineers, questioned why less senior employees were being retained. The circumstances strongly suggest this is yet another instance of management attempting to target union leaders for retaliatory terminations.

The delegates also raised concerns about the settlement funds being garnished by the bank to cover employee bank loans. The Director of Human Resources explained that the insurance on the loan would cover their settlement payments, but she also explained that the question would be resolved between the bank and the insurer. The delegates asked for management to wait until they had an opportunity to explain this process to the workers, but they reported [REDACTED] responded "no, we are in the final stage now." Finally, the [REDACTED] explained that "this process must be completed by the 31st." She said that management would wire the settlements to employee bank accounts, regardless of whether the workers signed the paperwork.

While a small number of workers complied with SGC management's request that they sign their termination papers, most workers declined to meet with Human Resources or sign any paperwork, out of concern that their terminations were unjust and the legal process had not been

seen through. Those who took out loans were also concerned that their settlements would be garnished by the bank.

5.5. The Labour Inspectorate Orders Terminations Halt (August-September 2022).

Marriott and Palma Guinée's evasive and illegal behavior exhausted the patience of the Guinean Labour Inspectorate. Management did not answer the Labour Inspector's August 24 request for a revised retrenchment proposal. Management did not obtain the Labour Inspector's permission to terminate union delegates, as the law required. Despite the Labour Inspector's demands and the requirements of the labour code, management did not provide the list of employees to be terminated and the severance they would receive.

On August 31, 2022, the Labour Inspector insisted that terminations cease until management disclosed the required information. At a meeting between the Labour Inspector, the union, and management, on September 13, 2022, the Labour Inspector again demanded management disclose the list of workers to be terminated and their severance packages, including any unpaid PTO, by September 16, 2022, at 2pm. The Labour Inspector reminded management that union delegates may not be terminated without his approval. The Inspector also insisted on timely payment of severances for the terminated workers. As of November 1, 2022, the workers who were terminated had gone three months without receiving the severances they were owed by Guinean law, and the employment status of the union delegates remains unknown.

The process by which Palma Guinée and Marriott went about systematically violating workers' rights and subsequently terminating virtually their entire workforce, when viable and financially advantageous alternatives to retrenchment were presented to them, demonstrated egregious disregard for the Performance Standards and the project's development impacts.

5.6. Retrenchment.

Ultimately, the vast majority of the SGC workforce was retrenched with up to two months in salary provided in severance. Severance payments were not garnished to pay employer-arranged bank loans.

The Labour Inspectorate successfully stopped the attempted termination of four of the remaining six union delegates. While they are nominally employed, however, they have received no work, no wages, and no severance payments from their employer.

While the hotel plans to reopen at an undisclosed date, terminated workers were given no concrete reassurances of future employment at the SGC. Workers were informed that they would receive "priority for rehire based on qualifications" for a two-year period, but management provided no more specifics or security to the recently terminated workforce.

Conclusion.

On October 6, 2022, the IFC informed complainants were informed that the bank's client, Palma Guinée, intended to prepay its loan, allowing the company to escape the PS2 obligations it had so consistently disregarded. Despite years of determined and blatant PS2 violations, Palma Guinée enjoyed the IFC's financial support and suffered no financial consequences for its disregard of its obligations.

Summary of PS2 Violations.

PS2 ¶	Requirement	Violation
8	The client will adopt and implement human resources policies and procedures appropriate to its size and workforce that set out its approach to managing workers consistent with the requirements of this Performance Standard and national law.	Management maintained working conditions that violated Guinean law, endangered the health and safety of workers, and deprived workers of legally required wages and benefits.
9	The client will provide workers with documented information that is clear and understandable, regarding their rights under national labor and employment law and any applicable collective agreements, including their rights related to hours of work, wages, overtime, compensation, and benefits upon beginning the working relationship and when any material changes occur.	Management did not provide workers with clear and understandable information regarding their rights, nor did management update that information when material changes, such as the closure of the hotel, occurred. See § 4.1. Management also repeatedly hired workers without contracts or documented information to undermine the union and the job security of its members. See § 3.13.
10a	Where the client is a party to a collective bargaining agreement with a workers' organization, such agreement will be respected.	Management did not abide by the sectoral bargaining agreement applicable to the Guinean hotel industry. See § 2.
10b	Where such agreements do not exist, or do not address working conditions and terms of employment, ¹² the client will provide reasonable working conditions and terms of employment. ¹³	Management repeatedly and consistently maintained unlawful and unreasonable working conditions. See §§ 3.1–3.4.

¹² Working conditions and terms of employment examples are wages and benefits; wage deductions; hours of work; overtime arrangements and overtime compensation; breaks; rest days; and leave for illness, maternity, vacation or holiday.

¹³ Reasonable working conditions and terms of employment could be assessed by reference to (i) conditions established for work of the same character in the trade or industry concerned in the area/region where the work is carried out; (ii) collective agreement or other recognized negotiation between other organizations of employers and workers' representatives in the trade or industry concerned; (iii) arbitration award; or (iv) conditions established by national law.

13	<p>In countries where national law recognizes workers' rights to form and to join workers' organizations of their choosing without interference and to bargain collectively, the client will comply with national law.</p> <p>Where national law substantially restricts workers' organizations, the client will not restrict workers from developing alternative mechanisms to express their grievances and protect their rights regarding working conditions and terms of employment. The client should not seek to influence or control these mechanisms</p>	The client repeatedly sought to interfere with workers' collective activity and violated national laws implementing the freedom of association, including through retaliatory terminations. See §§ 2.2, 3, 3.10, 3.11, 3.13, 4.3, 4.5, 5.2, 5.4.
14a	In either case described in paragraph 13 of this Performance Standard, and where national law is silent, the client will not discourage workers from electing worker representatives, forming or joining workers' organizations of their choosing, or from bargaining collectively, and will not discriminate or retaliate against workers who participate, or seek to participate, in such organizations and collective bargaining.	Management repeatedly sought to discourage workers from exercising their freedom of association and discriminated against those who chose to exercise that fundamental freedom, including through retaliatory terminations. See §§ 2.2, 3, 3.10, 3.11, 3.13, 4.3, 4.5, 5.2, 5.4.
14b	The client will engage with such workers' representatives and workers' organizations, and provide them with information needed for meaningful negotiation in a timely manner. Workers' organizations are expected to fairly represent the workers in the workforce.	Management did not engage with workers' organizations in good faith. Management persistently refused to disclose key information to the union. See §§ 3.1–3.4, 4.1, 5.3–5.5.
15	The client will not make employment decisions on the basis of personal characteristics ¹⁴ unrelated to inherent job requirements. The client will base the employment relationship on the principle of equal opportunity and fair treatment, and will not discriminate with respect to any aspects of the employment relationship, such as recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job	Management discriminated against workers who were active in the trade union in job assignments. See § 4.5.

¹⁴ Such as gender, race, nationality, ethnic, social and indigenous origin, religion or belief, disability, age, or sexual orientation.

	assignment, promotion, termination of employment or retirement, and disciplinary practices. The client will take measures to prevent and address harassment, intimidation, and/or exploitation, especially in regard to women. The principles of non-discrimination apply to migrant workers.	
18	Prior to implementing any collective dismissals, ¹⁵ the client will carry out an analysis of alternatives to retrenchment. ¹⁶ If the analysis does not identify viable alternatives to retrenchment, a retrenchment plan will be developed and implemented to reduce the adverse impacts of retrenchment on workers. The retrenchment plan will be based on the principle of non-discrimination and will reflect the client's consultation with workers, their organizations, and, where appropriate, the government, and comply with collective bargaining agreements if they exist. The client will comply with all legal and contractual requirements related to notification of public authorities, and provision of information to, and consultation with workers and their organizations.	Management carried out no meaningful analysis of alternatives to retrenchment even at the request of the workers' union and the Guinean Labour Inspectorate. Management's retrenchment plan did not comply with Guinean law. Management did not meaningfully consult with the union or engage with its proposals. See § 5.
23	The client will provide a safe and healthy work environment, taking into account inherent risks in its particular sector and specific classes of hazards in the client's work areas, including physical, chemical, biological, and radiological hazards, and specific threats to women. The client will take steps to prevent accidents, injury, and disease arising from, associated with, or occurring in the course of work by minimizing, as far as reasonably practicable, the causes of hazards. In a manner consistent with good international industry practice, ¹⁷ as reflected in various internationally recognized sources	Management maintained an unsafe and unhealthy workplace, forcing workers to accept life-threatening risks in the course of their everyday work. See §§3.2–3.6.

¹⁵ Collective dismissals cover all multiple dismissals that are a result of an economic, technical, or organizational reason; or other reasons that are not related to performance or other personal reasons.

¹⁶ Examples of alternatives may include negotiated working-time reduction programs, employee capacity-building programs; long-term maintenance works during low production periods, etc.

¹⁷ Defined as the exercise of professional skill, diligence, prudence, and foresight that would reasonably be expected from skilled and experienced professionals engaged in the same type of undertaking under the same or similar circumstances, globally or regionally.

	<p>including the World Bank Group Environmental, Health and Safety Guidelines, the client will address areas that include the (i) identification of potential hazards to workers, particularly those that may be life-threatening; (ii) provision of preventive and protective measures, including modification, substitution, or elimination of hazardous conditions or substances; (iii) training of workers; (iv) documentation and reporting of occupational accidents, diseases, and incidents; and (v) emergency prevention, preparedness, and response arrangements. For additional information related to emergency preparedness and response refer to Performance Standard 1.</p>	
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Appendix.

1. Labour Portal Complaint – Palma Guinea (IFC Project #32408) of June 23, 2021.
 - a. Addendum #1 of July 6, 2021.
 - b. Addendum #2 of July 20, 2021.
 - c. Addendum #3 of October 19, 2021.
 - d. Addendum #4 (with Appendix) of January 12, 2022.
2. Submission to the International Labour Organization Committee on Freedom of Association Regarding Violations of Conventions 87 and 98 by the Government of Guinea of February 19, 2021.
 - a. Addendum of November 3, 2021.
3. Article 24 Representation against the Government of Guinea Concerning Violations of ILO Conventions 81, 95, and 187 of February 19, 2021.