

**SUPPORT TO PARCELIZATION OF
LANDS FOR INDIVIDUAL TITLING
(SPLIT)
P172399**

**Labor Management Plan
(LMP)**



Republic of the Philippines
DEPARTMENT OF AGRARIAN REFORM
February 2020

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ABBREVIATIONS AND ACRONYMS

EHSG	Environmental, Health and Safety Guidelines
ESF	Environmental and Social Framework
ESHS	Environmental, Social, Health and Safety
ESIA	Environment and Social Impact Assessment
ESMP	Environment and Social Management Plan
ESS2	Environmental and Social Standard 2: Labor and Working Condition
GBV	Gender-Based Violence
GM	Grievance Mechanism
ILO	International Labour Organization
LMP	Labor Management Procedures
DAR	Department of Agrarian Reform
DARRO	Department of Agrarian Reform Regional Office
DARMO	Department of Agrarian Reform Municipal Office
DARPO	Department of Agrarian Reform Provincial Office
CCLOA	Collective Certificate of Land Ownership Award
CARP	Comprehensive Agrarian Reform Program
ARB	Agrarian Reform Beneficiary
COS	Contract of Service
WB	World Bank
WBG	World Bank Group

SUPPORT TO PARCELIZATION OF LANDS FOR INDIVIDUAL TITLING (SPLIT) PROJECT

Labor Management Plan (LMP)

Department of Agrarian Reform
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INTRODUCTION

1. **Labor Management Plan.** The World Bank Environmental and Social Framework sets out the obligations of the Project to promote sound worker-management relationships and enhance its development benefits by treating workers in the Project fairly and providing safe and healthy working conditions, as provided under the Environmental and Social Standard 2 (ESS2: *Labor and Working Conditions*).
2. The Project is required to determine the resources necessary to address project labor issues and identify key aspects of labor planning and management. The LMP is a living document, which is initiated early in project preparation, and is reviewed and updated throughout development and implementation of the Project.
3. **Project Description.** The Support to Parcelization of Lands for Individual Titling Project (Project SPLIT) aims to fast track the parcelization of agricultural landholdings covered under the agrarian reform program wherein collective Certificate of Land Ownership Award (CCLOA) were issued to several farmer beneficiaries and/or its association over lands that are not collectively farmed or operated in an integrated manner. The subdivision of the CCLOA is in line with the directive of Pres. Rodrigo Roa Duterte for the Department of Agrarian Reform (DAR) to facilitate the survey and re-documentation of CCLOAs in order to generate and issue individual CLOAs to farmer beneficiaries until the end of his term in year 2022.
4. The SPLIT Project will promote social justice and pursue the full implementation of the Comprehensive Agrarian Reform Program (CARP) by: (i) enabling farmer beneficiaries to have a clear and defined ownership of the parcels of land they are tilling; (ii) encourage farmers to increase their production and make long-term improvement of their land; (iii) stabilize the ownership, tenureship and control of the lands awarded to the concerned agrarian reform beneficiaries (ARBs); (iv) encourage individual farmers of compensable lands to pay amortization fees as the same can be properly computed and collected; (v) attain

sound rural development through equitable distribution of all agricultural lands across the country; and (vi) generate short-term income opportunities for the project workers who will be hired in the implementation of this Project. The Project has a total estimated budget (including contingency) of USD 473.5 and will target all regions with CCLOAs that should be parcelized.

I

OVERVIEW OF LABOR USE ON THE PROJECT

5. **Number of project workers.** Upon consultation with the different sectors and regional/provincial offices and after thorough evaluation of the activities to be undertaken in the project implementation, the Project will mobilize/hire around 6,000 workers (including organic DAR personnel) to be assigned in 15 regions and 77 provinces with CCLOA to be parcelized.

6. **Characteristics of project workers.** The Project will engage the services of researchers/documenters/enumerators/support staff, subject matter specialist, geodetic engineers and legal officers as “direct workers” in the conduct of its activities. The following direct workers shall be hired by the concerned DAR Regional/Provincial Office in doing the inventory, validation and project implementation at the field-testing and scaling-up of improved procedures and overall implementation of the Project.

- a. Researchers, Documenters, and Support Staff – the Project will need these staff at different activities of the Project. For the validation works, a team of five composed of a geodetic engineer, legal officer, (2) researcher/documenter (one to work on safeguards) and a support staff on survey shall be hired. Each team is expected to cover ten (10) CCLOAs or 100 hectares per month. The researchers/documenters and support staff to be hired are preferably residents of the barangay or municipality where the landholding covered by the CCLOA is located.
- b. Geodetic Engineers – as part of the validation team in the field-testing and scaling-up activities, the Project will need about 735 geodetic engineers to be part of the validation team from the field testing to the scaling up of the improved procedures nationwide. The geodetic engineer shall be responsible in certifying the Survey Plan to be submitted for the approval of the Department of Environment Natural Resources (DENR).
- c. Legal Officers – there will be 735 legal officers needed for the validation team from field testing to the scaling up of the improved procedures nationwide. The legal officers shall be responsible to undertake legal research work, prepare draft decisions, correspondence, advisories and opinions, and other tasks relative thereto, as the need arise.
- d. Subject Matter Specialists – This includes ‘core functions’ such as Safeguards Specialists, Monitoring & Evaluation Specialists, IT, Finance and Procurement Specialists which shall be directly hired by the Project.

7. **Timing of labor requirements.** The timing of labor requirements for the project workers will depend on the moment their services will commence, as follows:

- a. Researchers, Documenters, and Support Staff – the timing of labor requirements is from the preparation of the Project considering that ARB validation is among the initial steps in the implementation of the Project.
- b. Geodetic Engineers – the procurement process for the geodetic engineers will start during the project preparation, but will be on board during the implementation of the parcelization scheme as provided under DAR Administrative Order 2, Series of 2019¹.
- c. Legal Officers – the procurement process for legal officers will start during the project preparation, but will be on board during the process of firming up the list of collective owners of the awarded agricultural land.
- d. Subject Matter Specialists as mentioned above shall be engaged at the start of project implementation.

8. **Contracted workers.** In addition to the directly hired workers, the Project will procure the services of firms for survey, M & E/MIS design development, upgrading of data management system, among others. Hence, there will contracted workers employed by the said firms.

9. **Organic DAR personnel.** On top of the directly hired and contracted project workforce, regular DAR personnel from the Central Office, Regional and Provincial Offices as well as from the Municipal Agrarian Reform Offices shall be part of dedicated official and staff of the Project. These personnel shall remain subject to the existing terms and conditions and working agreements of the Department.

10. **Community Workers.** Not applicable. Unlike other projects of the DAR that encouraged community workers especially on rural infrastructure, the SPLIT Project will not rely on community workers.

Table 1: Overview of the Project's Indicative Labor Use

Type of project workers	Characteristics of project workers	Timing of labor requirements	Indicative number of workers
Direct workers	<ul style="list-style-type: none"> Documenters, researchers & support staff Geodetic Engineers Legal Officers Subject matter specialist 	<ul style="list-style-type: none"> From the preparation of the SPLT project until ARB validation is completed From the project preparation until the approval of all needed Survey Plans From the project preparation until project completion From start of project implementation until completion 	<ul style="list-style-type: none"> Depending on the area of landholding and involved ARBs Approx. 735 teams Approx. 735 teams Approximately 40

¹ Guidelines and Procedures on the Parcelization of Landholdings with Collective Certificates of Land Ownership Award.

Type of project workers	Characteristics of project workers	Timing of labor requirements	Indicative number of workers
Contracted workers	<ul style="list-style-type: none"> Surveyors Systems developer (data management, upgrading, M & E, GRM) 	<ul style="list-style-type: none"> After projection and validation At the start of project implementation 	<ul style="list-style-type: none"> to be identified based on projection results and validation To be identified
Organic DAR Personnel	<ul style="list-style-type: none"> Project management and Technical staff 	<ul style="list-style-type: none"> From project preparation until completion 	<ul style="list-style-type: none"> Approx. 960
Community Workers	<ul style="list-style-type: none"> Not applicable 	<ul style="list-style-type: none"> Not applicable 	<ul style="list-style-type: none"> Not applicable

II

ASSESSMENT OF KEY POTENTIAL LABOR RISKS

11. **Project activities.** The conduct of the Project will be in accordance to the agency's guidelines and procedures on the parcelization of landholdings with CCLOA. Most of the activities will take place within the regions with CCLOAs issued over lands that are not collectively farmed or operated in an integrated manner. The indicative project activities to be carried out under the Project are the following:

- Inventory of all CCLOA by the DAR Provincial Office (DARPO) within their respective provinces;
- Verification of the land classification of the landholdings covered by the CCLOA;
- Preparation by the DARPO of the list of CCLOAs to be processed according to their order of priority if the landholding is found to be alienable and disposable;
- Conduct of meetings/consultations with the ARBs on project awareness;
- Orientation and training
- Field validation of the status of the CCLOA to gather relevant information;
- Inclusion/Exclusion from the Master List of ARBs in case there is protest;
- Annotation of the names of the ARBs in the CCLOA;
- Discussion of the parcelization process, schedule of activities, and documentary requirements with the ARBs;
- Implementation of the parcelization scheme;
- Conduct of parcelization survey of the CCLOA based on the annotated Master List or as contained in the Order of Allocation/ Lot Allocation Agreement;
- Conduct of ground validation for CCLOAs with approved survey plan (ASP), to ensure that said ASP is reflective of the actual situation on the ground;
- Generation and registration of individual CLOAs;
- Updating and generation of the Land Distribution Information Schedule (LDIS).

12. **Key Labor Risks.** Based on the actual experience encountered by the field implementers of the agrarian reform program, the following are the key labor risks anticipated during the implementation of the Project:

a. **Occupational health and safety (OHS) risks.**

- i. The hot and dry weather of certain provinces in the Philippines during summer, heat related injuries such as heat stroke and heat exhaustion, pose a risk to the workers who will conduct field validation, dialogue, and survey.
- ii. Rainy/typhoon season pose emergency situation to the field workers who would need to traverse on muddy roads or encounter sudden flash floods and landslides in mountainous areas.
- iii. Inadequate transportation facilities in the conduct of activities;
- iv. Other natural calamities, such as earthquake, considering its recurrence in the recent year in different regions all throughout the country;
- v. Limited availability of canteens/eateries, hygiene facilities, and appropriate areas for rest in certain remote undeveloped areas/regions;
- vi. Illness could develop due to stress/overwork in case of sudden influx of protests or cases to be resolved in the implementation of the Project.

b. **Child labor or Forced labor.** The employment of children below the age of eighteen (18) is unlikely in the implementation of the Project. However, particular attention will be given to the qualifications and age of the project worker considering that the job to be undertaken in the conduct of the Project requires a higher degree of knowledge and skills. The forced-labor risk is also unlikely considering that there is no shortage of labor supply within the regions with CCLOA.

c. **Labor Influx or gender-based violence.** Labor influx is not expected considering the sufficient supply of labor in the Philippines. Although, the conduct of activities may bring workers from different regions who may have a different dialect and cultural background. In which case, conflict between dissimilar upbringings among the workers could risk the local social values and harmony. Also, involvement of workers with different backgrounds can pose a risk on gender based violence.

d. **Labor disputes over terms and conditions of employment.** Disputes may arise in the delay of processing of wages, disagreement with the working conditions, and health and safety concerns in the work environment. The relocation of workers to another region where demand of personnel is needed may pose risk for labor disputes. Likewise, unequal distribution of tasks and unresolved grievances of workers could lead to labor unrest.

- e. **Security risks.** Considering that the CCLOAs have been issued more than 20 years ago, potential conflicts among ARBs, actual occupants and possible intruders may pose security risk for project workers who are to bring and effect change in the community. Also, the presence of armed rebels in certain areas of the country can pose a security risk to workers. Hence, there may be a need to ask the assistance of the Philippine National Police or the military.

III

BRIEF OVERVIEW OF LABOR LEGISLATION: TERMS AND CONDITIONS

13. **ILO fundamental conventions ratified by the Philippines.** The Philippines became a member of the International Labor Organization (ILO) on 15 June 1948. It was the first country in Asia to participate in a pilot programme on decent work in 2002. The Philippines has ratified thirty eight (38) ILO Conventions including all of the eight (8) Fundamental Conventions², as follows:

- C.29 Forced Labour Convention, 1930
- C.87 Freedom of Association and Protection of the Right to Organise Convention, 1948
- C.98 Right to Organise and Collective Bargaining Convention, 1949
- C.100 Equal Remuneration Convention, 1951
- C.105 Abolition of Forced Labour Convention, 1957
- C.111 Discrimination (Employment and Occupation) Convention, 1958
- C.138 Minimum Age Convention, 1973
- C.182 Worst Forms of Child Labour Convention, 1999

14. **Constitutional mandates on labor legislation.** The 1987 Constitution of the Republic of the Philippines provide the following relevant provisions as legislative framework for labor concerns, as follows:

- *Sec. 3, Art. XIII* – The State shall afford full protection to labor, local and overseas, organized and unorganized, and promote full employment and equality of employment opportunities for all.

It shall guarantee the right of all workers to self-organization, collective bargaining and negotiations, and peaceful concerted activities, including the right to strike in accordance with the law. They shall be entitled to security of tenure, humane conditions of work, and a living wage. They shall also participate in policy and decision-making processes affecting their rights and benefits as may be provided by law.

The State shall promote the principle of shared responsibility between workers and employers and the preferential use of voluntary modes in settling disputes, including conciliation, and shall enforce their mutual compliance therewith to foster industrial peace.

²International Labor Organization, https://www.ilo.org/wcmsp5/groups/public/---asia/---ro-bangkok/---ilo-manila/documents/publication/wcms_371657.pdf

The State shall regulate the relations between workers and employers, recognizing the right of labor to its just share in the fruits of production and the right of enterprises to reasonable returns to investments, and to expansion and growth.

- *Sec. 11, Art. II* – The State values the dignity of every human person and guarantees full respect for human rights.
- *Sec 13, Art. II* – The State recognizes the vital role of the youth in nation-building and shall promote and protect their physical, moral, spiritual, intellectual, and social well-being. It shall inculcate in the youth patriotism and nationalism, and encourage their involvement in public and civic affairs.
- *Sec. 14, Art. II* – The State recognizes the role of women in nation-building, and shall ensure the fundamental equality before the law of women and men.
- *Sec. 1, Art III* – No person shall be deprived of life, liberty, or property without due process of law, nor shall any person be denied equal protection of the laws.
- *Sec. 4, Art. III* – No law shall be passed abridging the freedom of speech, of expression, or of the press, or the right of the people to peaceably assemble and petition the government for redress of grievances.
- *Sec. 14, Art. XIII* – The State shall protect working women by providing safe and healthful working conditions, taking into account their maternal functions, and such facilities and opportunities that will enhance their welfare and enable them to realize their full potential in the service of the nation.

15. **Governing rules in hiring Job Order (JO) and Contract of Service (COS) workers by government agencies.** Although Article IX-B of the 1987 Constitution provides that Civil Service shall embrace all agencies of the government, the Revised Omnibus Rules on Appointments and other Personnel Actions and Civil Service Commission (CSC) Memorandum Circular No. 15, Series of 1999 provides that contracts of services need not be submitted to the Commission since the services rendered thereunder are not considered as government service. The CSC clarifies the guidelines through Joint Circular No. 1, Series of 2017³, jointly issued by the CSC, Commission on Audit (COA), and the Department of Budget and Management (DBM) in order to protect JO and COS workers while recognizing the need for government agencies to hire personnel on temporary basis. Starting 01 January 2019, hiring of JO and COS workers should comply with the joint circular. Heads of agencies and/or responsible officers may be held administratively liable under existing civil service rules should they be found violating the said circular. Further, the COA is tasked to check possible irregularities in the procurement of JO and COS services.

16. **Terms and Conditions.** Below are the relevant provisions of Joint Circular No. 1, Series of 2017 with regard to the terms and conditions of work:

- a. Individual Contract of Service (Par. 6.2)

³ Rules and Regulations Governing Contract of Service and Job Order Workers in the Government, <http://www.csc.gov.ph/2014-02-21-08-28-23/pdf-files/category/926-csc-coa-dbm-joint-circular-no-1-s-2017.html>

- The term of contract between the agency and the individual contractor shall be for a maximum period of one (1) year, renewable at the option of the Head of the procuring entity, but in no case shall exceed the term of the latter;
 - Engaging the services of individual contractor shall be subject to pertinent provisions of Republic Act No. 9184⁴ and its implementing guidelines, as applicable, and the existing budgeting, accounting and auditing rules and regulations.
- b. Job Order (Par. 6.3)
- The services of a JO worker is either paid according to an agreed contract amount for the piece of work or on a daily wage basis.
 - Contracting the service of JO workers shall be subject to pertinent budgeting, accounting and auditing rules and regulations.
- c. Limitations (Par. 7.0)
- Hiring under COS shall be limited to consultants, learning service providers, and/or other technical experts to undertake special project or job within a specific period. The project or job is not part of the regular functions of the agency, or the expertise is not available in the agency, or it is impractical or more expensive for the government agency to directly undertake the service provided by the individual contractor;
 - Hiring of JO workers shall be limited to emergency or intermittent work, such as clearing debris on the roads, canals, waterways, etc. after natural/man-made disasters/occurrences; other trades and crafts, and manual tasks which are not part of the regular functions of the agency;
 - COS and JO workers should not, in any case, be made to perform functions which are part of the job description of the agency's existing regular employees;
 - The services of the COS and JO workers are not covered by the Civil Service law and rules thus, not creditable as government service. They do not enjoy the benefits enjoyed by government employees, such as leave, PERA, RATA and thirteenth month pay.
- d. Payment of Services Under Individual COS (Par. 8.0)
- Individuals hired through COS shall be paid by the prevailing market rates, subject to the provisions of Republic Act No. 9184 and its Implementing Rules and Regulations;
 - Individuals hired through the COS have the option to enroll themselves in social benefit program thru the Social Security System (SSS), Philhealth and Pag-IBIG Fund as self-employed members.
- e. Payment of Services Under Job Order (Par. 9.0)
- Individuals hired through JO shall be paid wages equivalent to the daily wages/salary of comparable positions in government and a premium of up to 20% of such wage/salary.

⁴ REPUBLIC ACT No. 9184: An Act Providing for the Modernization, Standardization and Regulation of the Procurement Activities of the Government and for Other Purposes.

IV

BRIEF OVERVIEW OF LABOR LEGISLATION: OCCUPATIONAL HEALTH AND SAFETY

17. **Occupational Health and Safety (OHS)**- The protection against OHS risk to the workers embodied in various international laws, national laws and administrative issuances governing the public sector, shall be observed.

a. ILO Technical Convention: C187 – Promotional Framework for Occupational Safety and Health Convention – This convention will enter into force for Philippines on 17 June 2020 which is well within the period of implementation of the Project. The following are National Policy under Section 3 thereof:

- i. Each Member shall promote a safe and healthy working environment by formulating a national policy;
- ii. Each Member shall promote and advance, at all relevant levels, the right of workers to a safe and healthy working environment;
- iii. In formulating its national policy, each Member, in light of national conditions and practice and in consultation with the most representative organizations of employers and workers, shall promote basic principles such as assessing occupational risks or hazards; combating occupational risks or hazards at source; and developing a national preventative safety and health culture that includes information, consultation and training.

b. 1987 Constitution of the Republic of the Philippines – the relevant provisions of the Constitution as regards OHS are as follows:

- i. *Sec. 3, Art. XIII* – The State shall afford full protection to labor, local and overseas, organized and unorganized, and promote full employment and equality of employment opportunities for all.

It shall guarantee the right of all workers to self-organization, collective bargaining and negotiations, and peaceful concerted activities, including the right to strike in accordance with the law. They shall be entitled to security of tenure, humane conditions of work, and a living wage. They shall also participate in policy and decision-making processes affecting their rights and benefits as may be provided by law.

- ii. *Sec 13, Art. II* – The State recognizes the vital role of the youth in nation-building and shall promote and protect their physical, moral, spiritual, intellectual, and social well-being. It shall inculcate in the youth patriotism and nationalism, and encourage their involvement in public and civic affairs
- iii. *Sec. 14, Art. XIII* – The State shall protect working women by providing safe and healthful working conditions, taking into account their maternal functions, and such facilities and opportunities that will enhance their welfare and enable them to realize their full potential in the service of the nation.

iv. *Sec. 11, Art. II* – The State values the dignity of every human person and guarantees full respect for human rights.

c. Civil Service Commission administrative issuances as follows:

- i. Memorandum Circular No. 33, Series of 1997 (Policy on Working Conditions at the Workplace) – all government offices shall provide adequate office ventilation and lighting, clean and adequate comfort room facilities, potable drinking water, First Aid Kit facilities, and all government offices should be non-smoking areas.
- ii. Memorandum Circular No. 08, Series of 2011 (Reiteration of the Physical Fitness Program “Great Filipino Workout”) – requiring all agencies to adopt “The Great Filipino Workout” in order to develop a healthy and alert workforce.
- iii. Memorandum Circular No. 04, Series of 2003 (Promotion of Good Nutrition in the Bureaucracy) – promotion of good nutrition of workers as an effective strategy to achieve and sustain increased organizational productivity.

V

RESPONSIBLE STAFF

18. **Responsible staff.** The concerned DARRO and DARPO will be responsible for the engagement and management of project workers within their respective regions and provinces, as well as their training, OHS, and addressing the workers’ grievance. The DARRO and DARPO are responsible for the following:

- Ensure compliance with the safeguard requirements, including the LMP and OHS provisions for the workers;
- Undertake the implementation of the Project within their respective regions/provinces;
- Guarantee that the obligations are met towards the direct workers as included in this LMP, the ESMF and other applicable procurement documents;
- Monitor the training of the project workers;
- Monitor for potential risks of serious safety issues in the conduct of activities;
- Develop and implement the grievance mechanism for direct workers, including ensuring that grievances received from the workers are addressed promptly, and reporting the status of grievances and resolutions.
- Ensure that the project workers are informed of the grievance mechanism;
- Maintain records of recruitment and employment of hired workers, with age and gender verification.
- Provide induction and regular training to direct workers on environmental, social and occupational health and safety issues.
- Report to the World Bank on labor and occupational health and safety performance and any incident or accident related to the Project involving project workers.

19. **The DAR Central Office (DARCO).** DARCO will be responsible for the oversight of the Project, coordinating with other agencies and supporting the project monitoring. While DARCO has no direct

responsibility for supervising routine labor issues in the region/provinces, it will support the DARRO and DARPO in addressing key labor issues that may require intervention.

VI

POLICIES AND PROCEDURES

20. The Project will apply the following policies and procedures to address the key labor risks identified under Section II:

- a. Occupational Health and Safety (OHS) – The relevant international laws, national laws and administrative issuances which serve as guidelines for government agencies to ensure the good working condition of the workers shall be followed. The concerned DAR office shall ensure that the workers are well protected against possible OHS risks through the following measures: (i) identification of potential hazards to workers within their respective regions; (ii) provisions of preventive and protective measures; (iii) training of workers on safety measures and conduct of drills in case of calamities; (iv) documentation and reporting of occupational incidents; (v) emergency preparedness; and (vi) remedies for occupational injuries and fatalities.
- b. Child labor – To prevent engagement of underage workers, the age employment scheme provided under Section VII hereof should be strictly observed by the hiring authority. Proper procedure in the screening, with age verification, shall be undertaken in the selection of direct workers to ensure that no child shall be employed in the implementation of the Project. Likewise, all contracts must have a provision as to the minimum age requirement and the hiring authority shall keep a labor registry of all hired workers.
- c. Labor influx/ gender-based violence/project workers – All project workers will undergo relevant seminars and training to prevent risks of labor influx or gender-based violence. Project workers particularly those coming from other communities will be provided a lecture on the region's culture and history to enable them to adapt to the community values and avoid any conflicts due to the dissimilarities of their cultural backgrounds.
- d. Labor disputes over terms and conditions of employment – Fair, reasonable and lawful terms and conditions shall be applied in the contractual provisions of all project workers to prevent labor disputes. Moreover, there will be an efficient grievance mechanism to address any issues that may arise during existence of the contract. The guidelines provided under Section VIII hereof shall be strictly observed to avoid disputes over terms and conditions of employment.
- e. Security risks – Minimizing the potential security risk to the workers shall be a paramount consideration during the conduct of project activities. Key security measures will include the following: (i) assistance from the police and/or the armed forces, if necessary or as the situation calls for it (please see Annex B, protocol for the use of local police or military); (ii) restrictions on work hours where security risks are high; (iii) ensure proper notices are served to the community where the activity requires field work or survey; and (iv) such other measures appropriate to be formulated by the concerned regional/provincial office to ensure the safety of the workers.

VII

AGE OF EMPLOYMENT

21. **Minimum age for employment on the project.** Under the ILO C138 (Minimum Age Convention, 1973), each Member of the Convention undertakes to pursue a national policy designed to ensure the effective abolition of child labor and to raise progressively the minimum age for admission to employment or work to a level consistent with the fullest physical and mental development of young persons. Article III thereof provides: (a) the minimum age for admission to any type of employment or work which by its nature or the circumstances in which it is carried out is likely to jeopardize the health, safety or morals of young persons shall not be less than 18 years; (b) the types of employment or work to which paragraph 1 of this Article applies shall be determined by national laws or regulations or by the competent authority, after consultation with the organizations of employers and workers concerned, where such exist; (c) notwithstanding, the provisions of paragraph 1 of this Article, national laws or regulations or the competent authority may, after consultation with the organizations of employers and workers concerned, where such exist, authorize employment or work as from the age of 16 years on condition that the health, safety and morals of the young persons concerned are fully protected and that the young persons have received adequate specific instruction or vocational training in the relevant branch of activity.

22. Further, Republic Act (R.A.) No. 7658, children below fifteen (15) years of age shall not be employed, except: (a) When a child works directly under the sole responsibility of his parents or legal guardian and where only members of the employer's family are employed: Provided, however, that his employment neither endangers his life, safety, health and morals, nor impairs his normal development; Provided, further, that the parent or legal guardian shall provide the said minor child with the prescribed primary and/or secondary education; (b) Where a child's employment or participation in public entertainment or information through cinema, theatre, radio or television is essential: Provided, the employment contract is concluded by the child's parents or legal guardian, with the express agreement of the child concerned, if possible, and the approval of the Department of Labor and Employment: and Provided, That the requirements under Section 1 of the said R.A. in all instances are strictly complied with.

23. However, considering that the Project will engage direct workers with higher degree of knowledge and skills, it is unlikely that the project would hire a person below eighteen (18) years of age.

24. **Age verification process.** To prevent engagement of underage workers, an age verification process shall be undertaken by the concerned DARRO/DARPO prior to the engagement of the project worker. All contractual provisions should comply with the minimum age requirements and the responsible staff is required to maintain a labor registry of all hired project workers. The following are means to verify the age of the worker:

- Two (2) Valid IDs, as follows:
 - Philippine Passport
 - Driver's license
 - SSS UMID Card
 - PhilHealth Card
 - Postal ID
 - Voter's ID
 - Integrated Bar of the Philippines ID
 - Professional Regulation Commission ID
- Certified true copy of Birth Certificate
- Certified true copy of marriage certificate, if applicable
- Admission in schools
- Transactions for previous employment purposes
- Tax-related transactions
- NBI or Police Clearance
- Written confirmation from medical practitioner
- Affidavit from the applicant and his/her parents or guardian

25. **Remedial measures.** Following Sec. 1, Art. III of the Constitution⁵, the concerned DARRO/DARPO shall abide with the standards of due process in the event that an underage worker is found working on the Project. The responsible staff shall serve a written notice specifying the ground for termination of the underage worker, and giving to said worker reasonable opportunity within which to explain his side. A subsequent hearing or conference may be held during which the worker, with the assistance of counsel if the worker so desires, is given opportunity to respond to the charge, present his/her evidence or rebut the evidence presented against him/her. A written notice of termination shall be served on the underage worker indicating that upon due consideration of all circumstances, grounds have been established to justify his/her termination.

26. Compassionate approach with the situation may include:

- a. Offer a project employment to a member of the family, who satisfies all the necessary qualifications in lieu of the underage worker;
- b. Provide assistance to the underage worker, such as finding an alternative lawful job that suits his/her age;
- c. Refer the child to the appropriate agency who can render support to the needs of the child.

⁵ No person shall be deprived of life, liberty, or property without due process of law, nor shall any person be denied equal protection of the laws.

VIII

TERMS AND CONDITIONS

27. **Provisions of contract of employment.** A contract of employment, written in a language known to the parties, shall be executed between the DAR and the direct worker that specify the following:

- a. Parties to the contract, including the name of worker, age, citizenship, civil status, gender, and address;
- b. Premises with regard to the needed services, acceptance of the parties, qualifications of the worker, and attestation that the worker is not related within the third degree of consanguinity or affinity to the hiring authority and/or its representative, and that the worker has not been previously dismissed from government service by reason of administrative offense;
- c. Terms and conditions of the contract, including the hours and place of work, remuneration payable to the worker, job description, summary of deliverables, duration of contract, procedure for suspension or termination of contract, statement that there is no employer-employee relationship between the contracting parties.

28. In addition to the written contract, an oral explanation of the provision stated therein shall be provided to the contracting worker who may have difficulty in understanding the provisions.

29. **Specific wages.** Individuals hired through COS shall be paid by the prevailing market rates, subject to the provisions of Republic Act No. 9184 and its Implementing Rules and Regulations; whereas, individuals hired through JO shall be paid wages equivalent to the daily wages/salary of comparable positions in government and a premium of up to 20% of such wage/salary.

30. **Hours of work.** The normal hours of work of project workers shall not exceed 8 hours a day for 5 days or 40-hour work week, exclusive of time for meals. Where exigencies of the service require such personnel to work for 6 days or 48 hours, the project worker shall be entitled to a compensatory time-off (CTO) to off-set the overtime rendered. No worker shall be allowed to render services beyond the 48-hour overtime.

31. **Rest per week.** Every project worker is entitled to a 2-day rest period during weekends (Saturday and Sunday). Workers shall also be entitled to a rest day on regular holidays recognized by the State.

32. **Termination of contract.** The contract of employment shall cease at the end of the period stated therein. However, the contract may be pre-terminated by the hiring authority due to failure to provide the

standard of service required under the agreement, breach of any provision thereof, breach of trust, loss of confidence, and for reasons detrimental to the interest of the agency, provided that the project worker is informed in writing at least 30 days prior to the effectivity of such termination. Likewise, the project worker may pre-terminate the contract provided that a written notice is submitted to the hiring authority, stating therein the reasons for the pre-termination, at least 30 days prior to the proposed date of effectivity thereof, and the same has been received, accepted, and approved in writing by the hiring authority.

33. **Deductions from remuneration.** No deductions other than those agreed upon in the contract or those prescribed by law or regulations shall be made from a worker's remuneration. The hiring authority is prohibited to demand or accept from the worker any cash payment or gifts in return for admitting such worker to employment or for any other reasons connected with the terms and conditions of employment.

34. **Medical treatment of injured and sick workers.** Any injury, illness or accident sustained by the worker during the work period shall be conveyed to the nearest clinic or hospital by the hiring authority or its representative.

35. **Collective Agreements.** The duty to collectively bargain arises only between the "employer" and "employee". Where neither party is an "employer" nor "employee" of the other, no such duty would exist⁶. Considering that the terms and conditions provide that no employer-employee relationship shall exist between the contracting parties, there is no duty to bargain collectively.

IX

GRIEVANCE REDRESS MECHANISM (GRM)

36. **Grievance mechanism.** Consistent with applicable national laws and the specific requirements under ESS2, the Project will install a separate grievance redress mechanism for both direct-hired and contracted workers to address labor or workplace-related concerns.

37. At the time of recruitment and prior to actual work engagement, these workers will be informed of the grievance mechanism as described below and the measures to be put in place to protect them against any reprisal, discrimination or biased action on their grievances. Grievance mechanism shall be made easily accessible to all project workers.

⁶ Allied Free Workers Union vs. Compania Maritima, G.R. No. L-22951, January 31, 1967.

38. All concerned responsible staff shall hold regular meetings with the project workers to discuss any work-related issues and concerns. Every grievance raised by a worker will be documented with the actions undertaken by the respective DAR offices to address such grievance. The aggrieved worker may raise any issue anonymously through a letter which shall be submitted to his/her immediate supervisor's office. Any grievance which are left unattended by the DARRO/DARPO can be aired by the worker to the DARCO, in which case actions shall be taken to resolve the issue. Any labor dispute shall be first resolved through an Alternative Dispute Resolutions (ADR), such as mediation, conciliation and arbitration, in order to provide an efficient procedure in the settlement of disputes and to promote autonomy and freedom of the parties to make their own arrangements to resolve their grievance.

39. In addition to the GRM described in the SEP and ESMF where a GRM for project workers has been integrated (a copy is attached hereto as Annex 1), a detailed grievance redress mechanism for this LMP shall be further developed and finalized along with the project-level GRM prior to project implementation to guide project management and workers in addressing labor and/or work-related concerns in a transparent and timely manner.

X

CONTRACTOR MANAGEMENT

40. **Contracted workers.** With the engagement of people through third parties in the implementation of the Project, procedures for managing and monitoring their performance should be established. The Project will incorporate the requirements of ESS 2 into contract agreements with the third parties together with appropriate non-compliance remedies.

XI

COMMUNITY WORKERS

41. **Community workers.** The Project is unlikely to include the use of community workers considering the design of the SPLIT is aimed to parcelize agricultural landholdings with CCLOA covered under the agrarian reform program that are not collectively farmed or operated in an integrated manner. The same is

conducted in regions all over the Philippines and requires specific qualifications of workers who possess highly technical skills.

XII

PRIMARY SUPPLY WORKERS

42. **Primary supply workers.** The Pproject will not require the services of a primary supply worker considering that the needed supplies for the conduct of activities thereunder will undergo the process of procurement in accordance to the existing procurement laws, rules and regulations.

ANNEXES

Annex A. Project SPLIT Grievance and Redress Mechanism (GRM) from ESMF and SEP

Grievance and Redress Mechanism (GRM)

The Project will establish a Grievance Redress Mechanism (GRM) designed to seek/generate feedback from and to project stakeholders and address/ respond to grievances, problems, issues or complaints related to project activities and project environmental and social performance. The Project will ensure through the GRM that all project stakeholders will be aware of their rights to access and/or will have access to the GRM at all project management levels, which will be provided in a transparent manner free of costs and without fear of reprisal or retribution on the part of aggrieved parties. In addition, the Project's GRM will help ensure that the rights and interests of project stakeholders are protected from unforeseen lapses in said project performance and that all concerns arising therefrom in all project phases will be effectively addressed. To achieve these ends, the Project will regularly engage project stakeholders and provide them information on the processes and means of raising and addressing grievances through the GRM.

It should be noted that this GRM shall not include concerns directly involving agrarian law implementation otherwise referred to as ALI cases which will be resolved in accordance with the rules and procedures on Inclusion/Exclusion described in the ESA and RPF.

Basic Principles

Consistent with applicable national laws and the WB-ESF, this GRM adopts the following principles that will help guide project implementation and fulfill the Project's commitment to provide opportunities for all stakeholders to meaningfully participate:

1. Transparency – To encourage comments and feedback (negative and positive) to improve the Project, stakeholders must be aware of complaints, grievances and problems reported, involved in their redress, and kept informed on the progress made in resolving grievances.
2. Participatory – All project stakeholders are encouraged to participate or contribute in bringing up complaints, grievances and comments to the attention of the Project management.
3. Inclusive and Sensitive – Project stakeholders are given the opportunity to raise concerns and the right to be accorded a response. The GRM will allow anyone, especially the poor, the disadvantaged groups, the women, etc. to raise grievance or complaints, be heard and be involved in its redress.

4. Simple and Accessible – The procedures to file complaints and seek redress are kept simple and easy to understand by the stakeholders. Complaints and queries may be sent through different accessible means.
5. Responsive and Accountable – The GRM could strengthen channels of communication and mechanisms to enable project implementers to be accountable to all stakeholders and work transparently to resolve problems, enhancing Project responsiveness and developing trust and broad support from the stakeholders.
6. Quick and Proportionate Action – Response to grievance and comments is ensured within an acceptable timeline. Corresponding action will be responsive and commensurate to a complaint or comment. The GRM demonstrates the Project's commitment to strive more on providing solutions to address problems rather than penalize respondents to complaints from aggrieved parties.
7. Objective – The GRM entails objectivity in processing grievances so that it can render fair and unbiased actions or responses and will be perceived as such to encourage stakeholders to utilize it, thus enhancing the Project's overall performance. In all instances, conflicts of interest or any perception of such will be carefully looked into and promptly avoided.
8. Confidentiality and Security – To remain accessible, open and trusted, the GRM shall ensure that the identities of complainants are kept confidential to encourage stakeholders to openly participate and file complaints or comments.
9. Due process – The Project upholds and respects the rights of parties who are subject to complaints to be present and be heard before the appropriate complaint/grievance committee that will hear, settle, mediate or conciliate complaints or grievance.

GRM Policy Guidance

The following policy guidance shall be upheld in the implementation of the GRM process:

1. Every grievance shall be resolved fairly, promptly, effectively and expeditiously in a transparent manner that is culturally appropriate, free of any cost and accessible at all times, at the lowest level possible in the project management grievance machinery. Through alternative dispute resolution processes like mediation and conciliation, project-related conflicts, complaints and grievances shall be addressed following the applicable customs and traditions in resolving land disputes in specific localities. If resolution/settlement is not achieved within the set timeframe at the lowest level, grievances will be elevated to the next higher level following the hierarchy of GRM machinery.
2. The aggrieved parties shall be informed that they are assured freedom from coercion, discrimination, reprisal and biased action on their grievances.
3. A grievance may be submitted verbally or in writing made through any of the access points and channels described in the following sections.

4. in the designation of grievance officers, coordinators and technical advisory members, the Project shall consider their integrity, probity, sincerity, credibility, availability and willingness to perform their duties as such.
5. Complaints or grievances can be made anonymously and the identity complainants may be kept confidential unless they expressly provide consent to publicly identify them and/or to allow further verification and investigation of their grievance.
6. Aggrieved parties shall be informed of their option to appeal their grievance outside of the Project-level GRM process or in another separate mediation process within the Project management structure, which will be determined by the CPMO.
7. The scope of the Project-level GRM shall include and will be made available and accessible for project stakeholders and other interested parties, including direct-hire or contracted project workers, who may want to raise questions, comments, suggestions and/or complaints, or provide any feedback from all activities funded by the Project.
8. Contractors with project-contracted workers shall be required to incorporate relevant provisions of this GRM and those in the LMP in their contracts with said contracted workers, and shall forthwith inform such workers of their rights and obligations thereunder and the measures put in place to protect them from reprisal for its use, at the time of their recruitment to the Project.
9. For grievances of indigenous cultural communities/indigenous peoples (ICCs/IPs), all complaints shall be discussed and negotiations must be carried out within the specific communities where the affected ICCs/IPs live. The appropriate GRM machinery/level together with the tribal council concerned should facilitate this process while upholding the customs and traditions of the tribe in resolving their land disputes should the conflicts be within the tribes and clans.

As for conflicts involving both ICCs/IPs and non-ICCs/IPs, the Project must ensure that affected ICCs/IPs are properly represented. Where necessary, the Project will bring in NCIP staff to ensure that the rights of ICCs/IPs are protected. If mediation/conciliation/negotiations are stalled, or ICCs/IPs disagree with all possible options presented during these deliberations, the affected tribes can bring their grievance or complaints to the municipal-level GRM of the Project. Should this still fail the ICCs/IPs' expectations, the IPs can elevate their complaints to the Provincial representative of the NCIP and the Office of the Provincial Agrarian Reform Program Officer, with copies of the complaint furnished the Office of the Provincial Governor.

Resolution of conflicts should be encouraged at the lowest level possible, through the facilitation of municipal and/or community tribal councils. Again, the proceedings of such meetings and interactions with affected ICC/IP households/ communities must be documented and distributed to relevant stakeholders.

10. All levels of the GRM machinery shall maintain a registry/database of grievances to be submitted regularly to the central GRM at CPMO which shall include the same in the Project's periodic reports to the World Bank.

Project-level GRM Machinery and Composition

The Project will establish Complaints and Grievance Committees (CGCs) at the central, regional, provincial, municipal and barangay levels to serve as the Project's GRM machinery. The installation and management of the CGCs shall be done at the initial stages of and throughout

project implementation, especially prior to the start of parcelization activities. The structure and composition of the CGC machinery is proposed, as follows:

Complaints and Grievance Committees (CGC) Machinery and Composition

CGC Levels	Composition	Designated/responsible DAR personnel
CPMO – Central CGC	Central Grievance Officer	- National Project Director
	Central CGC Coordinator	- Central ESSU Safeguards Specialist
	Central Technical Advisory Team	- Component heads - Project compliance officer or equivalent
RPMO – RCGC	Regional Grievance Officer	- Regional Project Director
	Regional CGC Coordinator	- Regional ESSU Safeguards Focal Person
	Regional Technical Advisory Team	- Component heads - Project compliance officer or equivalent
PPMO – PCGC	Provincial Grievance Officer	- Provincial Project Director
	Provincial CGC Coordinator	- Provincial ESSU Safeguards Focal Person
	Technical Advisory Team	- Component heads - Project compliance officer or equivalent
MPMO – MCGC	Municipal Grievance Officer	- Provincial Project Director
	Municipal CGC Coordinator	- Provincial ESSU Safeguards Focal Person
	Technical Advisory Team	- Component heads - Project compliance officer or equivalent
Barangay BCGC or Tribal Council/ Members of ICCs/IPs conflict resolution system	Barangay Grievance Officer	BARC Chairman/Tribal Chieftain
	Barangay CGC Coordinator (appointed from BARC)	Barangay Safeguards Coordinator designated by the MARPO/DARPO from among the BARC members or Tribal Council
	Barangay/Tribal CGC Advisory Team	Select BARC members, Brgy. Captain/Tribal Council Members and a representative from the NCIP

Functions of CGC Personnel

The functions of responsible CGC members will be, as follows:

The heads of the CPMO, RPMO, PPMO, MPMO and BARC will serve as the Central, Regional, Provincial, Municipal and Barangay Grievance Officers, respectively. These officers shall manage the CGCs, provide directions on grievance resolution and be responsible in the

approval of mitigation measures as prescribed by the technical advisory teams at their own respective levels.

The organic DAR personnel designated as Safeguards Specialist (CPMO), Safeguards Focal Persons (RPMO, PPMO & MPMO) and Barangay Safeguards Coordinator (appointed from among the BARC members) will serve as the CGC Coordinators at their respective levels. The CGC Coordinators will perform the following functions, as appropriate:

1. Document and maintain a registry of grievances
2. Screen/determine validity of grievance/concerns
3. Initiate resolution process through referral to the CGC
4. Refer issues to concerned project personnel for technical advice
5. Organize team for validation of concerns, as necessary
6. Assist in the resolution process through validation of concerns and technical assistance in crafting mitigation measures
7. Provide written response to concerned project personnel/units, contractors and complainants
8. Refer unresolved complaints to the next higher level of CGC, as appropriate

Members of CGC Technical Advisory Teams will provide assistance in the resolution process through validation of concerns and technical assistance in crafting mitigation measures, as needed.

Each Technical Advisory Team shall include an organic DAR lawyer or equivalent paralegal with knowledge on labor and work-related laws who shall provide advisory on grievances related to labor or workplace conditions. The CGCs at the central, provincial, regional and national level (which include Safeguards Specialist and Focal Persons designated as CGC Coordinators) shall maintain coordination and communication exchanges with the contractors who employ project-contracted workers to ensure that all labor-related grievances are expeditiously and fairly resolved and systematically documented.

All CGC personnel will undergo proper training on the GRM, relevant national laws, regulations and the WB ESF Standards.

Project GRM Channels

The Project PMOs shall provide appropriate channels for submission of grievances before the start of project implementation, which may include the following:

1. **Grievance Drop Box:** This provides a means for anonymous complainants to raise concerns without revealing their identities. Labelling the grievance drop box in a more culturally-sensitive term will be encouraged. The box should be secured and locked before being placed in a secure but accessible area in the barangay/project sites or project offices and should be opened only by authorized CGC personnel on a regular basis (at least once a week) especially during community consultations in the presence of at least one CGC volunteer to ensure proper documentation.

2. A Project CGC email address will be established and disclosed publicly at each project level.
3. An official physical address for Grievance Desk with Contact Persons in every PMO level will be established and publicly disclosed, where complainants may send complaints or queries through letters via personal, postal or courier delivery.
4. A hotline number or call center at each project level will also be established and can be publicly accessed via voice calls or SMS.

Possible Types of Grievances

The Project may expect the types of grievances that may be lodged before the CGCs to include the following which will serve as reference for CGC Coordinators in documenting and facilitating resolution of such concerns:

1. Non-contentious queries, comments, and suggestions. – This type is non-contentious and merely requests for information/updates, seeks clarification or a response and suggestions to enhance the project design, improve operations and facilitate administrative/logistical support to the project.
2. Compliance with project policies, processes and implementation. – This type of grievance results from the non-observance of project policies or non-performance of obligations of any of the parties involved in project activities, processes and documents. These may be primarily addressed at the barangay-level consultations, although there may be cases especially those involving direct-hired or contracted project workers when action from various PMO levels or in a separate process for project workers in the GRM will be required.
3. Other more serious grievances or complaints. – These may include grievances or offenses pertaining to misuse of funds, allegations of corruption, falsification of public documents, etc.

Grievance Handling Procedures

The grievance process will be accessible to individual or group stakeholders and other interested/affected parties who may wish to file a grievance or ask clarifications regarding the Project through the use of standard complaint form to be developed and provided by the CGC Coordinators. The grievance process involves major steps as outlined below:

Major Steps in the Grievance Handling Process



INTAKE – This step involves receipt/filing, recording of complaints in the registry/database of grievances:

Step 1: Filing of complaint, feedback or query

A Grievance Form (to be prepared prior to project implementation) will be accomplished by the concerned individual or group of individuals or by the CGC Coordinator if needed. Complainants may be project beneficiaries, project affected persons, or other concerned project stakeholders or interested parties, including direct-hires or contracted project workers. The Form shall be filed with CGC Coordinator of the relevant CGC level.

Grievances may also be directed at any CGC level by means of various uptakes such as via call, text messaging, e-mail, grievance drop box, and personal appearance. At the barangay level, drop box and personal appearance will be minimum uptakes. Complainants have the right to stay anonymous depending on certain situations, provided that contact information is made available by the complainant to the CGC Coordinator for verification and communication purposes.

Step 2: Recording of queries, feedbacks and complaints in the registry/database

Any grievance will be recorded by the CGC Coordinator in the Registry/Database of Grievances of the relevant CGC level where the grievance is received/filed.

VERIFICATION – This activity includes gathering of facts and clarifying information in order to have a clear picture of the circumstances surrounding the grievance or complaint. It involves the assessment of validity of grievance, conduct of fact-finding meetings/interviews, when necessary. The activities at the relevant CGC level, particularly the CGC Coordinator and the technical advisory team, may include the following:

1. Analysis/review of issues that need to be validated and the persons/parties involved
2. Determination of facts to be verified and how to gather them. Validation methods include site visits, review of documents, interviews and meetings with concerned individuals/groups
3. Secure all documents/means of verifications (MOVs) that will support the findings
4. Ensure that the whole procedure is properly documented (such as minutes of meeting, recordings or photos), fair and transparent
5. Present findings/results of validation to the relevant Grievance Officer for their decision.

Thus, the next steps in the GRM will be as follows:

Step 3: Assessing validity of the query, feedback or complaint

The validity of the grievance will be assessed by the CGC Coordinator. If not relevant to the project, the CGC Coordinator will conduct the necessary intervention within five (5) working days such as providing an explanation or education session to the complainant. When the explanation is accepted the complainant will need to sign the Resolution Form (to be prepared prior to project implementation) as indication of acceptance of the explanation.

Since grievance may be directed at any level, the CGC Coordinator will also verify if the case is rightfully intended for their level. If assessed otherwise, the CGC Coordinator shall notify and endorse the grievance to the appropriate level for proper resolution.

If indeed the grievance is project-related, the CGC Coordinator will refer the case to the relevant CGC level which shall proceed to the next steps of the GRM process.

Further, if the grievance is labor-related, the CGC Coordinator will refer the matter to the member of Technical Advisory Team with knowledge on labor laws and the requirements of ESS2, who shall convene a separate GRM process for project workers that may include additional members with competence on labor matters, as needed and necessary. The labor GRM process shall follow in essence the steps described in this GRM but with specific focus on labor issues or concerns raised by aggrieved project workers.

Step 4: Organizing fact-finding meetings/interviews with the relevant parties, when needed or required, to further establish facts and circumstances of the case and discuss how to resolve the same.

If grievance is assessed as valid, project-related, and falls within the first type of grievance, within five (5) working days from the date the complaint was received, the CGC Coordinator shall respond at the point of intake or refer the matter to the appropriate project personnel or unit that can address the same and relay the response to the complainant or inquirer concerned.

If the grievance is of the second type, within ten (10) working days from the date the complaint was received, the relevant CGC will organize meetings/consultations/ interviews together with the relevant parties to further investigate and/or establish facts and circumstances of the case and discuss how to resolve the same. Based on these activities, the CGC shall come up with recommendations to resolve the case and present this to the aggrieved party and seek consent to implement such mitigation measure. All meetings should be recorded and copies of the minutes of meetings will be provided to the complainant. The grievance shall be resolved within 15-30 working days upon receipt of grievance.

If the grievance is of the third type, within ten (10) working days from the date the complaint was received, the relevant CGC will organize meetings/consultations/ interviews together with the relevant parties to further investigate and/or establish facts and circumstances of the case and discuss how to resolve the same. Based on these activities, the CGC shall come up with recommendations to resolve the case and present this to the aggrieved party and seek consent to implement such mitigation measure. All meetings shall be recorded and copies of the minutes of meetings will be provided to the complainant. The grievance shall be resolved within 30-60 working days upon receipt of grievance.

ACTION – This step reflects the steps towards the resolution of the case. Actions to a grievance include openly discussing the issues with relevant parties and arriving at agreements and decisions.

In general, the process is kept simple and all grievances will be dealt with at the lowest level possible – at the barangay or municipal level. This is because the ultimate users of the system are the stakeholders of the barangay participating in the Project. They should therefore be kept informed and involved in determining actions to be taken. At this step, the CGC and aggrieved party agree on a resolution, conduct of alternative resolution process, or elevation of grievance to higher CGC level, thus:

Step 5: Agreeing on a resolution

If aggrieved party agrees with mitigation measure/resolution, the concerned CGC shall implement the agreed resolution. The Resolution Form shall be signed by the complainant and the relevant CGC with copies to be sent to the next CGC level copy furnished the Central CGC. For labor-related grievances, in addition to the copy of the Resolution Form to be furnished, the CGC shall provide guidance with recommendations to the relevant/involved contractor to improve working condition/labor management issues.

Confirmation that the case has been resolved from anonymous complainant(s) and those who wouldn't be able to personally sign the resolution form due to security reasons will be communicated through their provided contact information and will be asked to confirm agreement on the resolution via text message or email.

FEEDBACK – This step involves replying to the grievance sender and informing the complainant or aggrieved party of the status of his/her complaint. If complainant is unknown, the status or the redress documents covering the complaint will be posted in the appropriate medium to be provided or utilized by the Project. Response to grievances under the first type must be presented during community consultations to provide clear and complete information to persons about their queries.

FOLLOW-UP – This step involves determination of the result/outcome of resolved grievances. Follow-up must also be done to all resolved grievances immediately after feedback is provided to the complainant to determine if the final resolution yielded positive result to the aggrieved party. This involves asking whether the complainant was satisfied or not satisfied with the resolution of the issue. The Central and Regional CGCs shall conduct selected audit to review if handling of grievances conforms with the Project's GRM process.

APPEAL – Any person who does not agree with the decision on a complaint or grievance may file an appeal with the next higher level of the grievance redress machinery or to any appropriate project management office. The appeal shall be resolved by the receiving office within 30 working days.

Escalation of Grievances to Higher CGC levels

In cases where any grievance is not resolved at certain CGC levels, the matter shall be elevated to the next higher CGC level. Thus:

Step 6: If no amicable resolution is reached, conduct another resolution procedure or escalate grievance resolution to a higher level until the case is resolved.

If no response is received or no action is taken by the level to which the complainant filed the grievance within 15 working days after the registration of the complaint, the complainant may appeal/elevate the grievance to the higher CGC level for appropriate action.

For example, if no understanding or amicable solution is reached within five (5) days for the first type of grievances, 30 days for the second type, and 60 days for the third type, OR if no response is received from the relevant CGC within fifteen (15) days after the receipt of complaint, the complainant can file another complaint or appeal, as appropriate, to the next level of CGC and shall cite the reason for elevating the grievance. The concerned higher CGC will organize meetings within ten (10) working days to discuss how to resolve the matter and offer a resolution to the complainant. This process is repeated in provincial, regional and central CGCs.

If the complainant finds such mitigation measures acceptable, the relevant CGC will implement the resolution. The Resolution Form shall be signed by complainant and the CGC with copies to be sent to the next CGC level copy furnished the Central CGC.

Step 7: Case resolved or closed or is outside jurisdiction of the Project GRM

A case shall be registered as resolved if the Resolution Form or any other document of its equivalent has been secured from the complainant. If the complainant is still not satisfied with the decision of the Central CGC, in the absence of any response within the stipulated time, the case shall be deemed closed. The complainant, as a last resort, may opt to submit the unresolved case to the courts, or in case of project workers, to proper administrative or existing arbitration procedures with the assistance of the CPMO.

The CPMO Desk Officers for complaints and grievances are (1) Atty. Christine Evangelista and Atty. Mary Mae Gadon of the Bureau of Agrarian Legal Assistance of DARCO who may be contacted through the following means: (*email addresses:* director.bala@dar.gov.ph & odbala2015@gmail.com; *office address:* 3rd Floor, Main Building, Dept. of Agrarian Reform, Elliptical Road, Diliman, QC; Telephone No. 8-453-2220. They shall oversee the proper handling of complaints and grievances and ensure that a summary of the entries of the CGC logs per region shall be part of the progress reports submitted to the World Bank.

Annex B. Protocol for the Use of Local Police or Military

Philippine National Police or the Armed Forces of the Philippines Assistance In The Implementation Of Comprehensive Agrarian Reform Program (CARP)

1. The SPLIT Project may have special cases wherein implementation may require assistance from the police and/or military and this would be properly coordinated with concerned authorities. The DAR may seek such security assistance when needed and/or warranted, particularly on ground activities in CCLOA sites located in remote and/or conflict areas especially during actual land survey and/or installation of the ARBs on their individual lots.
2. Such assistance will be carried out in accordance with the long-standing Memorandum of Agreement between the DAR, DILG and PNP signed 3 May 1995 and the Joint DAR – DILG – DND Circular No. 5 series 2002 on Law Enforcement on Agrarian Reform Laws and Programs. The JC defines the roles and responsibilities of each agency and supplements the 1995 MOA.
3. ESS 4, Community Health and Safety encourages disclosure of government security arrangements and ensure that government personnel act in a manner consistent with the provisions of the safeguard standard. As actions of public security forces can pose a significant reputational risk and can increase tensions with the local population. Thus, security decorum must be clearly defined.
4. When DAR requests the support of government law enforcement (either police or military), it will first assess risks posed by these security arrangements to project workers and the local community. DAR will only sanction the use of government law enforcement; it will not contract, or allow survey teams, to contract private security forces. DAR will seek to ensure that government security personnel deployed to provide security services act in a manner consistent with the applicable laws and code of practices as summarized in this protocol, consistent with the Bank's ESS4. DAR will not sanction any use of force in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat. DAR will ensure that the workers and local community is informed about the arrangements and this protocol. They will also be informed about the project's GRM and DAR will review any allegations of unlawful or abusive acts of security personnel, take action (or urge appropriate parties to take action) to prevent recurrence and, where necessary, report unlawful abusive acts to the relevant authorities.
5. Rule 30 of the Philippine National Police (PNP) Operational Procedure defines police assistance in the implementation of Comprehensive Agrarian Reform Program to wit:

30.1 Coverage

a. Final Orders

- (1) Final Orders/Resolutions/Decisions Issued by DAR
- (2) Order of Installation or Certificate of Land Ownership Award (CLOA)

b. Preliminary Agrarian Activities

- (1) Land survey
- (2) Field Investigation
- (3) Ocular Inspection
- (4) Meeting between actual and potential Agrarian Reform Beneficiaries
- (5) Post Installation
- (6) Landholding tagging
- (7) Analogous cases

30.2 Requirements in the Granting of Police Assistance

- a. Police assistance in the implementation of final orders, decisions, resolutions or CLOAs issued DAR shall be rendered only upon a written request submitted by the Agrarian Reform Officer or any authorized Officer of DAR, accompanied with the original or authenticated copy of the final decision, order or CLOA to be implemented. The request and its attachments, regardless of the place of execution, shall be submitted to the Office of the Chief, PNP for his approval
- b. Police assistance during the conduct of preliminary agrarian activities as provided in Rule 30.1b shall be rendered only upon a written request submitted by the Agrarian Reform Officer or any authorized Officer of DAR, accompanied with the original or authenticated copy of the Order issued for the activity (if applicable). The request shall be submitted to the Office of the Regional Director of the Police Regional Office having jurisdiction over the area of execution for his approval.

30.3 When to Render Police Assistance

Police assistance in the implementation of CARP shall be provided only as requested by DAR. In no case shall the PNP act on its own without the request and/or representative from DAR to prevent extending police assistance in cases where same is not necessary.

30.4 Extent of Police Assistance

The head of office or unit tasked to render police assistance shall have the discretion to employ sufficient number of PNP uniformed personnel after taking into consideration the scope of the resistance to be encountered, if there is any, and the general peace and order condition in the area. Unless a higher ranking Officer is necessary and more PNP personnel are required, the police team that will render police assistance should be led by a Police Commissioned Officer (PCO) with the rank of Police Senior Inspector. All members of the team shall be in prescribed uniform when rendering police assistance.

30.5 Role of PNP Personnel Rendering Police Assistance

The PNP personnel shall observe maximum tolerance and respect for individual rights at all times. The use of reasonable force shall only be resorted to for self-defense and defense of strangers. Moreover, the PNP personnel shall always exercise utmost impartiality and neutrality in effecting its role. The role of the PNP when rendering police assistance shall be limited to the maintenance of peace and order, crowd control, and the security of the duly authorized officer of the DAR. In no case shall PNP members participate in the implementation of the decision/order/resolution or in the conduct of any of the preliminary agrarian activities, which shall be undertaken by the duly authorized officer of the DAR. The duly authorized officer of the DAR leading the implementation of the decision/order/resolution/CLOA or leading the conduct of the preliminary agrarian activity shall have the final disposition whether to proceed or not with the implementation of the decision/order/resolution/CLOA or conduct of the activity.

30.6 When Entry to the Property is Refused by the landowner

When the DAR personnel are refused admittance into the property, the PNP personnel cannot encroach on the property without an order from the DAR specifically for the purpose. In the implementation of final orders or in the conduct of preliminary agrarian activities, the authority to break into the property or into a building shall be specifically provided in the order or resolution or in the request for police assistance. The authority to break out to liberate themselves shall also be specifically provided.

Source: PNP Handbook PNPM –DO-DS-3-2-13 Revised Philippine National Police Operational Procedure, December 2013

6. Annex 3 is a copy of the Joint DAR-DILG-DND Circular No. 5 s. 2002.

Annex 3. Joint DAR-DILG-DND Circular No.5 s. 2002

JOINT DAR-DILG-DND CIRCULAR No. 05
10 June 2002

SUBJECT: Law Enforcement of Agrarian Reform Laws and Programs

Whereas, under the *Constitution* of the Philippines, specifically Article XIII, Section 4 thereof, "the State shall, by law, undertake an agrarian reform program founded on the right of farmers and regular farmworkers, who are landless, to own directly or collectively the lands they till or, in the case of other farmworkers, to receive a just share of the fruits thereof".

Whereas, under Executive Order (EO) 292 (25 July 1987), known as the *Administrative Code*, specifically Book IV, Title XI, Chapter 1, Section 2 thereof, the DAR "shall provide central direction and coordination to the national agrarian reform program extended to transform farm lessees and farm tenants into owner-cultivators of economic family-size farms to improve their living conditions".

Whereas, under *Administrative Code*, specifically Book IV, Title XI, Chapter I, Section 3 (16) thereof, the Department of Agrarian Reform (DAR) shall "integrate and synchronize program implementation of the Land Bank of the Philippines and other relevant civilian, military, government and private entities involved and mandated to support the agrarian reform program through Inter-Agency Committees and Agrarian Reform Coordinating Councils".

Whereas, under Republic Act (RA) 6657 (15 June 1988), known as *Comprehensive Agrarian Reform Law* (CARL), specifically Section 69 thereof, "the Presidential Agrarian Reform Council (PARC), in the exercise of its functions, is hereby authorized to call upon the assistance and support of other government agencies, bureaus and offices, including government-owned and controlled corporations".

Whereas, under the 03 May 1995 Memorandum of Agreement (MOA) between the DAR and Department of Interior and Local Government (DILG) and Philippine National Police (PNP), "the DAR and DILG are mutually desirous and committed to institutionalizing the existing full support to, and cooperate with, one another for the successful implementation of the Comprehensive Agrarian Reform Program" (CARP).

Whereas, CARP implementation likewise requires the assistance of the DND-AFP.

Now therefore, we, the DAR and DILG-PNP and DND-AFP, pursuant to the mandates of our respective offices, do hereby *SUPPLEMENT* the 03 May 1995 MOA between the DAR and DILG and PNP with the issuance of this Joint Memorandum Circular.



1. The DAR shall:

- 1.1. Provide the DILG-PNP and DND-AFP with sufficient information about the CARP and agrarian reform laws.
- 1.2. Deputize DND-AFP units in specific areas in order that it can assist DAR and the DILG-PNP in the implementation of the CARL and other related laws.
- 1.3. Provide the DILG-PNP and DND-AFP with sufficient information about the organizational structure and linkages of the DAR, indicating the names and positions of key officials whom the DILG-PNP and DND-AFP may coordinate with on CARP matters.
- 1.4. Provide the DILG-PNP and DND-AFP in advance with plans relative to implementation of the CARP whenever implementation of a plan requires specific assistance from the DILG-PNP and/or DND-AFP.
- 1.5. Provide the DILG-PNP and DND-AFP with the list and description of properties scheduled for CARP acquisition.
- 1.6. Provide the DILG-PNP and DND-AFP with the list and description of properties which the CARP shall subject to leasehold arrangements.
- 1.7. Immediately notify in writing the DILG-PNP and DND-AFP of the activities which need the physical presence of law enforcement agents;
- 1.8. Institute a system of regular consultation between the DAR Regional Directors and the regional/area level commanders of the PNP and AFP, and the DAR Provincial Agrarian Reform Officer (PARO) and the provincial/field level commanders of the PNP and AFP.
- 1.9. Provide assistance to PNP/AFP personnel in case of injury and/or death while in the performance of DAR-connected activities and functions.
- 1.10. Reimburse the fuel, oil, lubricants and other expenses incurred or to be incurred on each AOG (Aircraft on Ground) support case not later than five (5) working days after receipt of AFP bill for payment. DAR shall likewise reimburse the fuel and actual expenses of its aborted mission due to force majeure or should the aircraft be diverted elsewhere for safety reasons.
- 1.11. Provide meals, lodging accommodations and transportation to and from the billeting area, to AFP personnel who shall be deployed to render support/assistance to DAR.
- 1.12. DAR shall hold the DND-AFP harmless for any injury or death caused while on board DND-AFP vehicles as well as injuries and/or death



caused to 3rd parties while DND-AFP vehicles are being utilized to support and assist DAR.

- 1.13 Payments made under this Agreement are purely for the reimbursement of actual operating cost of AFP and not for profit, thus, are not subject to usual taxes and obligations of commercial transactions. AFP hereby undertakes to hold harmless DAR, its directors, officers, employees or agents from and against claims for taxes, fees and other charges imposed on payments made by DAR to AFP hereunder.
- 1.14 Damage to equipments utilized to support/assist DAR shall be defrayed by DAR at such cost as shall be jointly determined by the AFP and DAR.
- 1.15 AFP equipment dedicated primarily to perform DAR mission shall be adequately covered with insurance for equipment damages and collateral damages to persons and properties.

2. The DILG-PNP shall:

- 2.1 Provide the DAR with sufficient information about the extent of, and limitations to, the authority of the DILG-PNP.
- 2.2 Provide the DAR with sufficient information about the organizational structure and linkages of the DILG-PNP, indicating the names and positions of key officials whom the DAR may coordinate with on matters involving the law enforcement aspect of CARP.
- 2.3 Provide the DAR on a regular basis with information about the peace and order situation, and possible police or military operation, that may adversely affect the CARP.
- 2.4 Upon written request by the DAR, provide security forces to DAR personnel whenever performance of their official function subjects them to peril.
- 2.5 Upon written request by the DAR, assist DAR personnel in the exercise of administrative power to gain entry into landholdings for the purpose of conducting field investigation relative to CARP implementation.
- 2.6 Upon written request by the DAR, allow DAR personnel to ride in transport vehicles, and/or temporarily use the communication facilities, of the DILG-PNP to gain access into areas that are not accessible by ordinary vehicles, with the condition that the DAR shall be solely



liable for all expenses attributable to the temporary use of said transportation or communication facilities.

- 2.7 Upon written request by the DAR, arrest and detain persons cited for direct or indirect contempt by the DAR Secretary, DAR Adjudication Board (DARAB), Regional Agrarian Reform Adjudicator (RARAD), or Provincial Agrarian Reform Adjudicator (PARAD).
- 2.8 Upon written request by the DAR, assist its Sheriff in enforcing its orders/decisions/resolutions.
- 2.9 Upon written request by the DAR, cooperate in prosecuting violators of agrarian laws.
- 2.10 Desist from intervening in any agrarian dispute without prior consent from the DAR Secretary or DARAB or any of its Adjudicators.
- 2.11 Authorize consultations on a regular basis between the DAR Regional Directors and the regional commander of the PNP, the DAR provincial Agrarian Reform Officer (PARO) and the provincial commanders of the PNP, and the DAR Municipal Agrarian Reform Officer (MARO) and his/her counterparts in the PNP.

3. The DND-AFP shall:

- 3.1 Provide the DAR with sufficient information about the extent of, and limitations to, the authority of the DND-AFP.
- 3.2. Provide the DAR with sufficient information about the organizational structure and linkages of the DND-AFP, indicating the names and positions of key officials whom the DAR may coordinate with on matters involving the implementation of CARP.
- 3.3. Provide the DAR with significant information about the peace and order situation.
- 3.4. Upon written request by the DAR, provide additional security assistance to DAR personnel whenever performance of their official function subjects them to peril.
- 3.5. Upon written request by the DAR, assist DAR personnel when AFP assistance is needed, in the exercise of administrative power to gain entry into landholdings for the purpose of conducting ocular inspection, field investigation, surveying and other related activities relative to CARP implementation.
- 3.6. Upon written request by the DAR, allow DAR personnel to utilize transport and communication equipments, of the DND-AFP, in order



that DAR personnel may gain access into areas that are not accessible by ordinary vehicles, with the condition that the DAR shall be solely liable for all expenses attributable to the temporary use of said transportation or communication facilities.

- 3.7. Upon written request by the DAR, when AFP assistance is needed arrest and detain persons cited for direct or indirect contempt by the DAR Secretary, DAR Adjudication Board (DARAB), Regional Agrarian Reform Adjudicator (RARAD), or Provincial Agrarian Reform Adjudicator (PARAD).
- 3.8. Upon written request by the DAR, when AFP assistance is needed assist its Sheriff in enforcing the CARL and other related laws.
- 3.9. Upon written request by the DAR, cooperate in enforcing agrarian reform laws.
- 3.10. Desist from intervening in any agrarian dispute without prior consent from the DAR Secretary or DARAB or any of its Adjudicators.
- 3.11. Authorize consultations on a regular basis between the DAR Regional Directors and the Area commanders of the AFP, the DAR Provincial Agrarian Reform Officer (PARO) and the Field/Battalion commanders of the AFP, and the DAR Municipal Agrarian Reform Officer (MARO) and his/her counterparts in the AFP.
4. This Joint Memorandum Circular adopts the Rules of Procedure of the DARAB for the execution of its orders / decisions / resolutions:
5. Whenever the DAR requests for assistance from the DILG-PNP and/or DND-AFP, the lines and hierarchy of responsibilities shall be as follows:

Level	DAR	DILG	DND
Region	Director or RARAD	PNP Regional Office	AFP Area Command
Province	PARO or PARAD	PNP Provincial Office	AFP Field/Battalion Unit
Municipality/City	MARO	PNP Station Office	AFP Company Unit

6. Plan for Cooperative Action - The DAR, DILG-PNP and the DND-AFP shall prepare their respective plan which will serve as the guide in the performance of their respective tasks and functions under this circular.

Each party shall, as soon as possible, furnish the other parties a copy of its plan for cooperative action.
7. Board of Consultation and Cooperation - There shall be formed at each province a Board of Consultation and Cooperation.



The DAR, DILG-PNP and DND-AFP shall each assign as many representatives to the Board as it may deem necessary in order to represent all branches of services within their respective organization.

The body shall serve as the forum for the exchange of information, the venue to thresh out differences, and the vehicle for mutual cooperation for the attainment and fulfillment of their respective functions.


This Joint Memorandum Circular shall take effect immediately.


JOSE D. LINA, JR.
Secretary

Department of Interior and Local Government


ANGELO T. REYES
Secretary

Department of National Defense


LEANDRO R. MENDOZA
Director General
Philippine National Police


ROY A. CIMATU
Chief of Staff
Armed Forces of the Philippines


HERNANI A. BRAGANZA
Secretary
Department of Agrarian Reform