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The parties:

UNI GLOBAL UNION  
Global trade union federation  
-and-

PROSEGUR  
Multinational company

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## **SPECIFIC INSTANCE COMMUNICATION**

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### **Summary**

On November 26 2013, UNI filed a Specific Instance Communication against Prosegur with the NCP of Spain concerning actions of the company in Paraguay, Brazil, Colombia and Peru in which it alleged that Prosegur engaged in conduct which violate provisions of the OECD Guidelines. These actions typically involved retaliatory conduct toward employees in Latin America when they exercise freedom of association and collective bargaining rights, both of which are human rights guaranteed under national and international law. As this new Specific Instance alleges, these actions continue to occur in South America. Additionally, Prosegur appears to be violating national law which protects workers in India, also in violation of the OECD Guidelines.

Numerous efforts have been made by UNI Global Union to meet with Prosegur to resolve the problems which were identified in our initial filing – human rights violations in Brazil, Colombia, Paraguay and Peru. Unfortunately, Prosegur has been unwilling to mediate these issues with UNI, even when requested to do so by the Spanish NCP.

The Spanish NCP has not yet issued a Final Statement in the original case, but it is understood that many of the specific issues concerning Colombia were addressed in an October 2015 collective agreement settlement between the Colombian union, SINTRAVALORES, and Prosegur.

However, as events have unfolded since this settlement, it is increasingly clear that the company's underlying hostility toward unions and willingness to violate the human rights of workers has not ceased. In Colombia and Peru, our affiliates allege ongoing cases of harassment, retaliation, threats and assaults against union activists which they believe are condoned, if not instigated, by the company in some cases.

Furthermore, the company's disregard for the rule of law, as seen in India, where their employees are not represented by a union, is nothing short of deplorable. In India, security guards employed by SIS Prosegur allege that they are paid less than required by minimum wage and overtime laws, required to work hours in excess of the legal limit, and denied legally mandated rest breaks. Workers allege failure on the part of SIS Prosegur to pay a variety of public benefits - Provident Fund payments, Bonus Pay and Gratuity Pay – and denial of statutory paid leave. In addition, workers allege that they are exposed to serious and unnecessary health and safety risks. For example, they have been required, in some cases, to have guns available although denied the right to shoot them or even have ammunition in them.

Accordingly, UNI Global Union is hereby submitting a new Specific Instance. The specific violations of the Guidelines addressed in this Specific Instance filing are described below.

## **Prosegur**

Prosegur is the largest employer of private security guards in South America. Among its multinational peers, in 2015, it was number one in the private security market in Spain, Portugal, Brazil, Paraguay, Argentina, Uruguay, Chile and Peru. Since 2011 it has been a market leader in Colombia<sup>1</sup>. In the first six months of 2016, Prosegur reported a consolidated net profit of 81 million EUR, an upward trend in profits of 4.1% over the prior year across all its geographical regions.<sup>2</sup>

Latin America, in particular, continues to be a major profit centre for the company. While overall sales were detrimentally impacted by the depreciation

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<sup>1</sup> Prosegur, Annual Report 2011.

<sup>2</sup> <http://www.prosegur.com/corpen/Press-Room/Press-Releases/PRWEBC039302>, July 2016.

of various regional currencies, the company saw organic growth of 17.8% across this region and growth of cash-in-transit services of 17.5% from January through June 2016.<sup>3</sup>

Colombia was one of the three highest performing countries in this division in the region, reporting organic growth of 9.4% for the period.<sup>4</sup> Prosegur predicts that it will continue to grow significantly in emerging markets, particularly in Latin America, underscoring the importance of this region for its future business success.<sup>5</sup>

In India, SIS Prosegur has a joint venture with SIS Group, the largest Indian owned security services group in the country. According to the SIS Group website, this joint venture is the world's second largest security services provided by market capitalisation.

### **Colombia: On-the-job fatality**

In February 2016, Alcides de Jesús Cotes Jurado, a security guard working in the company's cash-in-transit division, complained to his union, SINTRAVALORES, that his manager had harassed him when he joined the union. According to Cotes, his manager asked him to quit the union and when he refused, his manager told him that he should, "take care on the street". The phrase "on the street" was a clear reference to the work that Cotes performed for Prosegur, the transport of cash and other valuables. The suggestion, indeed threat, that Cotes would be exposed to additional danger when performing his job because he was a trade unionist was frightening and real in a place where violence against trade unionists is all too common.

Teofilo Gomez Duarte, the SINTRAVALORES President, reported this incident to Prosegur's Colombia Human Resources Director and requested that the activities of the Prosegur Santa Marta director, Rodolfo Vargas, be addressed. So far as UNI is aware, nothing was ever done to address this managerial misconduct.<sup>6</sup>

Cotes later reported other incidents of harassment to SINTRAVALORES. These allegations include: 1) an assignment to work on an older, less safe armoured vehicle than that to which he had previously been assigned, 2) that he was scheduled to work undesirable work hours, and 3) that he was left stranded in a dangerous area when his armoured truck broke down, waiting for hours to be picked up by the company (even though other staff

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<sup>3</sup> *Ibid.*

<sup>4</sup> *Ibid.*

<sup>5</sup> Prosegur, Annual Report 2015.

<sup>6</sup> Correspondence dated 23 May 2016 from SINTRAVLORES National Board to Jorge Alfonso Mora Rojas and 23 August 2016 from Teofilo Gomez Duarte to Ministry of National Defense.

were picked up considerably earlier)<sup>7</sup>. According to the union, Cotes believed these actions were in retaliation for refusing to drop his union membership.<sup>8</sup>

On 14 April 2016, two months after the original threat, Alcides Cotes was shot and killed on the job as he was loading cash into a Bancolombia ATM in Santa Marta. Two guards were working with Alcides when he was killed. Reports are that neither guard pulled a weapon to defend Cotes during the assault and that no money was taken. Both security guards providing protection to Mr Cotes were contract employees, not direct employees of Prosegur.

This staffing composition is in violation of the requirements of Article 55 of the Prosegur and SINTRAVALORES Collective Agreement which states that ATM crews will be comprised of at least three workers directly employed by Prosegur; the contract also states that the preferred staffing is for four guards employed by Prosegur.<sup>9</sup> On the day of his death, Mr. Cotes was the only Prosegur employee assigned to this crew. The other two workers were employed on temporary contracts through an outsourcing company.

Compliance with this contract language is particularly important because it is a safety provision designed to ensure that workers on cash-in-transit crews are surrounded by security guards, all of whom have been properly trained in the event of an armed robbery.

SINTRAVALORES and UNI Global immediately called upon Prosegur to investigate this incident, including the threat, the harassing events leading up to Mr Cotes fatality, the staffing complement of his crew and the lack of returned gunfire or theft during this incident. Prosegur did not conduct its own internal investigation, instead indicating to UNI nearly six months later that it was relying on an outside investigation by local law enforcement agencies. According to an industry expert UNI consulted with, security companies faced with on-the-job fatalities should conduct an internal and an external investigation.

In its 24 October 2016 email to UNI, responding to our 22 April 2016 letter calling for an investigation of Mr Cotes' death, Prosegur criticized UNI for having raised concerns about this incident. Yet, the company failed in any way to respond to the concerns about Cotes' supervisor's threatening comment or the retaliatory conduct toward Cotes which appear to have been directly related to his decision to maintain his union membership.

UNI does not, and has not, alleged that the Prosegur manager's threat to Cotes was linked to this assault and Cotes' ultimate death, but the circumstances are troubling, to say the least. Similarly, the lack of follow up by the company to provide information to the local union, to UNI and its failure to ensure that the

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<sup>7</sup> Private security experts indicate that a breakdown in an armoured vehicle places security guards and cargo at heightened risk and that companies need to have specific procedures in place to immediately address such situations.

<sup>8</sup> *Ibid.* (correspondence cited in footnote 10)

<sup>9</sup> Article 55, in pertinent part says, "Cite the language (it is in our files)"

collective agreement's safe staffing requirements have been followed in other cases raise additional concerns.

SINTRAVALORES reports that the company continues to violate the safety provisions of Article 55, thereby subjecting more workers to potentially life-threatening risks and that no action appears to have been taken to ensure that managers do not threaten workers related to their union membership.

Prosegur's conduct in this instance, violates Chapter V of the OECD Guidelines, which specify that workers have a right to freely join and participate in unions of their choosing, to engage in collective bargaining (which includes implementing negotiated provisions) and to carry out their job duties a safe work environment.

Acts of harassment, intimidation and threats of physical harm have been of the utmost concern to UNI and our affiliates in South America and have been the subject of numerous letters from SINTRAVALORES and UNI to the Colombian management of Prosegur and to Prosegur's head office in Madrid, specifically, to its Global Director of Labour Relations, CEO and President of the Board. Typically, this correspondence has been ignored or responded to in an untimely manner. Even when the union requested that management intervene when Alcides Cotes received what could have been interpreted as a death threat by his supervisor for joining the union, the company did not respond to him or his union.

### **Peru: Harassment and Assault**

Several incidents in Peru raise further allegations of human rights violations. Some of these incidents have overlapping concerns with Prosegur managerial activities in Colombia. First, Juan Aucca, a security guard from Trujillo has been an outspoken critic of Prosegur, alleging that company managers have engaged in nepotism, favoritism and that they have subjected workers to dangers on the job due to problematic health and safety lapses.

Shortly following the filing of a complaint about this behavior with the company, leaflets attacking Mr Aucca were circulated in Prosegur work areas. These leaflets were designed to discredit him and to foment ill-will from his coworkers. Following the circulation of these flyers, Mr Aucca was followed by a car on his motorcycle at approximately 23:15 the night of September 19. The car forced him off the road, requiring him to take evasive action to avoid serious injury. Despite this, he did crash his motorcycle. While he was on the ground, the car pulled off the road and stopped. Two assailants left the car and began running toward Mr Aucca. Fearing for his safety, he ran as the assailants threw rocks at him. Because he was wearing a helmet, although his left ear was cut, he was not seriously injured when rocks hit his head. The identity of the assailants is unknown.

Additionally, while in Lima, Peru on 29 September, at a UNI Prosegur Alliance meeting of unions, an unknown person came to Mr Aucca's house,

pounded loudly on the door and yelled disparaging comments and obscenities directed at Mr Auca. When his wife answered the door, the perpetrator fled. This incident caused fear on the part of Juan, his wife and their children for their personal safety.

While the identity of these assailants is unknown, both Mr Auca and his union believe Prosegur managers are in some way complicit in the distribution of the flyers designed to discredit him and the harassing incidents he and his family have been subjected to.

These harassing incidents have caused Mr Auca to fear for his physical safety as well as the safety of his family members. As a result of the attack on his motorcycle, Mr Auca requested a bullet-proof vest which the company did provide to him for a week. The union and Mr Auca requested that Prosegur denounce violence against coworkers following these incidents which the company has not done.

These incidents have similarities to earlier acts of harassment and assault experienced in August 2014 by Luis Cardenas, the President of Sindicato Prosegur Peru. Mr Cardenas was falsely accused of misusing unions funds to remodel his home. This was done through the circulation and posting of anonymous flyers in the workplace. Union activists requested that Prosegur remove these flyers from the workplace but they did not. Mr Cardenas was physically assaulted (hit over the head with a brick) outside his home in the early hours of the morning when leaving for his work shift.

To this date, his assailants are unknown but nothing was taken from Mr Cardenas, not even his wallet. The individual who attacked him had a get-away car waiting to pick him up. This was an assault by individuals who were lying in wait for Mr Cardenas to leave his house for work.

What is similar in these incidents is that the victims were both union activists, asserting rights for workers in Prosegur facilities. The company allowed menacing written materials to be posted and/or circulated in the workplace and the company failed to take steps to stop the circulation or distribution of the flyers or to denounce violence against its employees, when requested by the union to do so. In both cases, the harassed workers were ultimately injured.

Another union delegate, Michael Martinez Juscamayta, recently received a death threat from a coworker, Alexander Llacthuanman Huincho. The company did take action but disciplined Mr Huincho for one day for making the death threat while it disciplined Mr. Martinez, a union delegate, for two days because he asked for documentation concerning the incident at the recommendation of the union's attorney.

Following the motorcycle incident involving Mr. Auca, four coworkers came to his defense by placing a video on social media calling on the company to denounce violence against its employees, which it had not done, despite

requests from the union. All four workers had temporary contracts renewable on a 6-months basis, and in some cases had been working in this fashion for years, and none of the workers' contracts were renewed. One worker was told, "Now see what your union can do for you." Clearly, the treatment of these four workers was in retaliation for concerted activity in defense of a co-worker and was intended to send a strong message to the union. Three of the four workers were members of the union.

Prosegur employs an exceedingly large number of temporary workers and the company relies on contract workers for even very sensitive work such as cash-in-transit services. The overwhelming majority of security guards in Prosegur in Peru do not have permanent jobs.<sup>10</sup> In both Peru and Colombia, Prosegur's tendency to embrace precarious work is not just a problem for workers from the standpoint of secure employment although that is a serious concern, but it can also be a vehicle to keep workers from exercising freedom of association rights for fear of having their employment terminated. This is arguably a practice that inhibits freedom of association and collective action by making workers vulnerable to dismissal for asserting their legal rights.

### **India: Extensive Law Violations**

In India, Prosegur has a joint venture with SIS Group, the second largest provider of security services in the country.<sup>11</sup> According to the SIS Group website, its joint venture with Prosegur, SIS Cash Services, is the fastest growing cash logistics business in India.<sup>12</sup>

UNI has been involved in organizing security workers for 10 years in India and had recently received a number of reports that SIS Prosegur was undercutting national legal minimum standards. Accordingly, UNI retained Vinod Shetty, Advocate, Bombay High Court, to help determine whether these anecdotal reports were factually accurate, and, if so, the extent of these law violations.

During August and September 2016, Mr. Shetty and his Co-counsel, Ketaki Rege, conducted 85 worker surveys in 5 cities: Ahmedabad, Bangalore, Delhi, Mumbai and Patna. These attorneys found systematic and extensive irregularities and violations of India labour laws. The report is attached heretofore as Exhibit 1. Specifically, the report found:

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<sup>10</sup> According to the Prosegur 2015 Annual Report, 58.7% of security guards in Peru were on temporary contracts and in Colombia this percentage was an astounding 88.7%. One of the contract settlement provisions in October 2015 between Prosegur and SINTRAVALORES was to ensure that workers would eventually move from temporary to permanent status. This situation must be monitored and reported on by the company.

<sup>11</sup> <http://sisindia.com/about/sis-group/introduction/>

<sup>12</sup> <http://sisindia.com/>

**Salary slips and letters of employment** – Nearly all workers reported receiving no letters of employment and only one security guard working in Mumbai reported receiving salary slips.<sup>13</sup> This practice of failing to document work makes it exceedingly difficult for workers to establish their entitlement to appropriate rates of pay, hours of work, benefits and to even to confirm their employment in the event of an industrial accident or when they are entitled to receive Provident Fund payments at time of retirement.<sup>14</sup>

### **Rates of Pay and Hours of Work: minimum wage, overtime pay and maximum hours worked –**

Rates of Pay: Though there are differences in minimum wage rates applicable to each of the cities, it can be seen that there are violations of the provisions of *The Minimum Wages Act, 1948* across the board.<sup>15</sup> The violations occur either through blatant underpayment of minimum wages or through longer working hours than mandated by law and non-payment of overtime wages at double rate.<sup>16</sup> There is no correlation between the years of service and salaries. Most guards reported not receiving regular salary increments, even though the minimum wage is generally revised in each jurisdiction every six months<sup>17</sup>.

### **Hours of Work:**

Under *The Payment of Wages Act, 1936*, state government are authorised to fix the number of days in a month for which these wages are to be paid and the number of hours which shall constitute a normal working day. Typically, the minimum wages are paid for 9 hours a day (including an interval of rest for an hour) and 26 days in a month and the weekly rest day is included in the minimum wages.

The Act provides that if the employee works in excess of number of hours constituting a normal working day, the employer shall pay these hours at the overtime rate which is generally double the hourly rate of wages.

The worker surveys indicate consistent and widespread underpayment of minimum wage, overtime pay and, in some cities, excessive hours of work (forced overtime) that are out of compliance with legal standards.

The company's failure to pay legally required overtime appears to be a pervasive problem in all cities surveyed, costing workers large amounts of pay. In Bangalore, workers report that overtime is altogether

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<sup>13</sup> Shetty, V, Research Report on Violations of Labour Right in SiS – Prosegur in India, November 2016, Exhibit 1, page 43.

<sup>14</sup> Ibid., page 9.

<sup>15</sup> Ibid., page 43.

<sup>16</sup> Ibid., page 43.

<sup>17</sup> Ibid., page 4.

uncompensated. This appears to be a deliberate corporate practice of underpaying workers legally mandated wages.

As indicated in Mr Shetty's report, minimum wage rates and maximum hours of work appear to be consistently violated and in some cities, there does not even appear to be a correlation between the number of days worked and the pay workers receive.<sup>18</sup>

**Paid holidays, sick leave and accrued leave** – Many guards report not receiving paid holidays or paid sick leave. Labor laws in some states require, after one year of employment, that employees will be entitled to 21 days of paid leave.<sup>19</sup> Some guards entitled to this benefit report receiving no paid leave other than bank holidays.

**Provident Fund payments** – Many workers report that deductions are taken from their pay but that they have no way of confirming that SIS Prosegur has paid into their individual federal Provident Fund accounts or that the company makes the legally required matching contribution of 12.5% contribution.<sup>20</sup>

In some cities, workers report that Provident Fund payments are only paid on part of their wages. Workers in Ahmedabad believe that there is no deduction from their pay nor any employer contribution toward the Provident Fund.

**Bonus pay** – *The Payment of Bonus Act, 1965* gives a statutory right to employees to a share in the profits of his employer. This Act applies to establishments employing 20 or more persons.

Most guards reported not receiving the legally mandated bonus pay, which is between one and two and a half month's salary per year. Some employees report having received bonus pay at some point during their employment but those are exceptions annual payment as required by law, is not occurring. For example, one guard reported receiving bonus pay twice during his eight years of employment.

**Rest breaks and access to toilet facilities** – Workers report numerous violations of legally mandated rest and lunch breaks. Some workers receive no rest breaks throughout their shift, including a lunch break. Employees have reported health problems due to not having lunch breaks and standing for long hours. Most workers report that they have access to toilets but some do not. Some workers even report being prohibited from taking a break to address bodily functions for the duration of their shift.<sup>21</sup>

Guards are routinely required to perform more than one shift, sometimes without a break. Many respondents reported to working on 7 days without a day of rest.

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<sup>18</sup> Ibid., page 43.

<sup>19</sup> Ibid., page 43.

<sup>20</sup> Ibid., page 9.

<sup>21</sup> Ibid., page 18.

**“Gunmen”** – Guards on armed vehicles report a number of peculiarities which have safety and legal implications. As SiS Prosegur does not have a licence to provide guns, gunmen are required to provide their own firearms. The permits issued to these workers by the relevant state authority are for personal use, not professional use.<sup>22</sup>

In some cases guards have been told that if cash is stolen, regardless of the reason, they will lose their jobs. Other guards have been told to have their guns present to create the appearance of enhanced security but they are not allowed to have ammunition in their guns, creating an enhanced security risk for the guard.<sup>23</sup>

All the gunman guards surveyed report using their own guns but not getting compensated by the company, contrary to the law.<sup>24</sup> Gunmen do not receive training from the company on the correct use of their guns or how to respond during a crisis.<sup>25</sup>

Gunmen are also required by law to receive a higher rate of pay than custodians and other guards working cash-in-transit (CIT) but most report being paid less than the country minimum.<sup>26</sup>

**Uniforms** – Uniforms are required to be provided at company expense in most states. However, many workers report that they are required to pay for their uniforms, specifically, Gujarat and Mumbai. This is in violation of *The Payment of Wages Act, 1936*.<sup>27</sup>

**Medical benefits and Workers’ Compensation** – All of the employees are covered by the Employees State Insurance Scheme (ESIS). The ***Employees State Insurance Act 1948*** mandates a deduction of 1.3% of the salary towards ESIC for health services, however SIS Prosegur only deducts from the basic salary on the number of days worked during a month.<sup>28</sup>

Some workers report being denied medical benefits and required Workers’ Compensation benefits, although most workers report that these benefits are provided.

**Union discrimination** – Every guard interviewed reported that they were fearful of exercising freedom of association. They believe that joining a union places them at risk of losing their jobs. This is a huge problem because workers feel powerless to improve their wages, hours and working conditions

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<sup>22</sup> Interview of gunmen in Ahmedabad with J. Katsoulas, August 2016.

<sup>23</sup> Shetty, V, Research Report on Violations of Labour Right in SiS – Prosegur in India, November 2016, page 16.

<sup>24</sup> Ibid., page 43.

<sup>25</sup> Ibid., page 4-8.

<sup>27</sup> Ibid., page 15.

<sup>28</sup> Ibid., page 15.

if they are unable to exercise freedom of association and to then engage in collective bargaining or even enforce their current minimum entitlements.

These widespread violations of national laws are fully inconsistent with the provisions of the OECD Guidelines which require multinational enterprises to follow national laws and in particular to “observe standards of employment and industrial relations which are not less favourable than those observed by comparable employers in the host country.”

### **Prosegur fails to exercise “due diligence” concerning human rights**

The OECD Guidelines impose an obligation on companies to carry out “due diligence” to avoid adverse human impacts on employees and communities. This process entails taking adequate measures to identify, prevent, mitigate, and where needed, to remedy human rights violations. They can be part of a broader management risk assessment process of the company but they must occur and they must be subject to periodic review.

It is not clear that Prosegur has ever carried out a legitimate human rights risk assessment on its operations in Colombia, Peru or India. We see no evidence of efforts to identify, mitigate or prevent the sort of problems presented in this case.

In both Colombia and Peru, workers are concerned about the company’s complicity in anti-union activities and harassment of union leaders and activists. If company managers are involved, then appropriate steps need to be taken to censure this misbehaviour and to restore workers’ human rights as guaranteed in the OECD Guidelines. Obviously, the company’s failure to address threats on union leaders and activists is does not meet acceptable standards of meaningful inquiry and remediation and it violates Chapter IV of the OECD Guidelines. Prosegur has not engaged in “due diligence” as discussed above.

In India, a country notorious for its failure to enforce national labor laws, and especially so when there is no union representation, it is clear that the company has no process in place to ensure that there is respect for minimum national standards.

Moreover, Prosegur’s self proclaimed policy of “decentralized” labor relations flies in the face of respect for international norms and standards and a centrally imposed due diligence policy. Simply put, it is not in keeping with the standards of today. The Prosegur 2015 Annual Report, says, “In Prosegur, labour relations are managed with local flexibility, based on the specificities of the market, and above all, the specific legal regulations in force in each country.” Consistent with this statement, Company representatives have told UNI, our union affiliates and other organisations concerned about human rights compliance issues, that it has a “decentralized” labor relations policy. While UNI recognizes that minimum legal standards will vary from country to country, certain core principles

should be respected throughout the operations of any multinational enterprise and a focus on decentralisation sends a signal to local managers that they are free to act in accordance with national practice, whatever that practice may be.

In the company's 2015 Annual Report, it claims to be "convinced of the need for permanent dialogue with trade unions" and cites "regular meetings" with "all legitimate representatives of workers" and claims to be in dialogue with over 200 unions. However, it does not recognize these (typically very small) unions' affiliated partners who the unions rely on for assistance. This refusal has, in some cases, come from the Prosecur Global Human Resources Director who attends key country meetings but refuses (with few exceptions) to allow our affiliates to have UNI or Labor Center representatives attend these same meetings.

Moreover, the company's refusal to engage with UNI directly belies its claims to a commitment to human rights across its operations. Clearly, there are big deficits in the company's practices which call for a new global policy including legitimate risk assessment and remediation follow up.

### **OECD Guidelines violations**

The activities described above constitute a variety of violations under the following OECD Guidelines:

- Chapter I, Clause 2 – Enterprises must respect local laws.
- Chapter IV, Clause 1, 2 – Companies should avoid infringing on the rights of others and they should address adverse human rights impacts with which they are involved. Companies need to address such impacts when they occur.
- Chapter IV, Clause 3, 4 - Companies must 'seek ways to prevent or mitigate adverse human rights impacts that are directly linked to their business operations and have a policy commitment to respect human rights.
- Chapter IV, Clause 5 – Enterprises must carry out due diligence to avoid adverse human rights impacts
- Chapter IV, Clause – Enterprises must co-operate through legitimate processes in the remediation of adverse human rights impacts where they identify that they have caused or contributed to these impacts.
- Chapter V, Clause 1 – Enterprises must respect the right of workers to have trade unions and representative organisations of their own

choosing for collective bargaining and to engage with them in constructive negotiations.

- Chapter V, Clause 3 – Consult and co-operate with workers and their representatives on matters of mutual concern. Enterprises must not undermine collective bargaining by violating collective agreement provisions or failing to respect human rights by not addressing adverse impacts with which they are involved.
- Chapter V, Clause 4 (a) - Observe standards of employment and industrial relations not less favourable than those observed by comparable employers in the host country.
- Chapter V, Clause 4 ©- Take adequate steps to ensure occupational health and safety in their operations.

## **Conclusion**

The Guidelines envisage recognition and promotion of the right to organise, the establishment of frameworks for constructive negotiations, the provision of facilities to union activists, adequate steps to provide health and safety, and on-going forums of cooperation and dialogue between employers, workers and unions. As indicated above, UNI's research reveals that in Peru, Colombia and India Prosegur has violated these standards.

Prosegur has also failed to put in place systems and safeguards for ensuring that it is sufficiently able to respect the human rights of its employees.

UNI urges the NCP to take a holistic view of the problems documented in this communication and to investigate this complaint with the parties in order to achieve a sustainable long-term solution.

## **Desired solution**

The specific violations must be fully investigated and remediated.

In addition, UNI wishes to enter into a constructive dialogue with Prosegur with a view to bringing about a lasting negotiated settlement that will address serious violations of the OECD Guidelines that continue to take place in South America and now in India. UNI would like to reach agreement with Prosegur on mechanisms that would improve the company's due diligence monitoring and response, in particular with respect to industrial relations and human rights issues.

UNI regards the 'good offices' approach of the OECD process as an eminently suitable vehicle for bringing about a resolution in this case. UNI understands that the NCPs seek to resolve complaints by facilitating conciliation or mediation

between the complainant and the company. UNI welcomes engagement in such a process.

Should a negotiated agreement prove impossible, UNI will request that the NCP issue a final statement concerning whether or not the Guidelines have been respected.

### **Disclosure**

UNI is aware that information provided to the NCP will be shared with the company. UNI is agreeable for all information shared in this process to be publicly available.

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