**Format of the complaint - NCP THE NETHERLANDS**

To guide complainants to write a clear, concise and persuasive complaint, OECD Watch has furthermore developed a template complaint letter. You do not need to follow this format exactly, but it is OECD Watch’s experience that a well-written complaint includes all the information described below.

1. Your **identity**, including a contact person, name or organisation, address, telephone number, fax number and email.

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| **Name of the Association** | **Association Address (post isn’t reliable)** | **Contact Person and Lead Complainant** | **Association Identification Number** |
| Association des ex-Travailleurs Unilever Marsavco/PHC   * *Acronym* : Atuma | *Street* :10, avenue Mongala, *State*:Kinshasa-Limete, *Country*: Democratic Republic of Congo/Africa | *Name*: Ms. Solange Kahyndo Kitambala  *T*: + 243997833690  *E*:solangekyt@gmail.com | F92/8894  AN163 f 110-112-CCXXXI |

1. The name and address of the **NCP**

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| **Secretariat, National Contact Point  OECD-guidelines for Multinational Enterprises** Ministry of Foreign Affairs Directorate General of Foreign Economic Affairs [Rijnstraat 8 | 2515XP](https://maps.google.com/?q=Rijnstraat+8+%7C++2515XP+%0D%0A+%7C+The+Hague+%7C++%0D%0AThe+Netherlands&entry=gmail&source=g) | The Hague |  The Netherlands ................................................................................. [ncpoecd@minbuza.nl](mailto:ncpoecd@minbuza.nl) | +31 70 348 4200 [lisette.neuerburg@minbuza.nl](mailto:lisette.neuerburg@minbuza.nl) | +31 70 348 4187 |

1. Short **introduction**to the case, including the company, the problem and the location of violation

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| **The notification from the former employees/ 686 Atuma Members concerns allegations regarding:**  • Violation by Unilever (DRC), of its corporate social charter for the period 2001-2018;  • Non-justified dismissal of 686 Marsavco-Unilever employees in 2001. None of them was rehired by the new management team in 2002  • Deliberate omission of the so called “package” (“payment en nature”) in the individual redundancy schemes for the dismissed workers  • Serious errors and irregularities in the mass dismissals by Marsavco-Unilever Congo (RDC) employees, contrary to Congolese Law and Code of Labor.  On 30th October 2001, following a previous notification, some employees were forced into retirement by 2002. They were not paid adequate, correct compensations and were also deprived of social welfare (payments). They had neither means nor any power to challenge their dismissal. As a direct consequence of their early retirement, their state pension was reduced.  Some employees were simply dismissed after having signed an amicable separation agreement (convention de séparation à l’amiable). This type of separation is not recognized in the DRC Labour Law. The method is therefore considered as a breach and illegal.  The amount of the compensation paid to labours was below of what is prescribed by law. Solely their last month salary was paid, instead of paying their final salary inclusive of :   1. final salary 2. housing allowance 3. transportation allowance 4. meal allowance 5. spouse allowance 6. family allowance 7. scholar fees 8. leave allowance per day 9. amount of notice according to the DRC labour code 10. percentage of the bonus 11. monthly bonus 12. special end of contract bonus 13. and for the employees being more than 50 years their retirement fees 14. funeral allowance (case by case) 15. **“package” (“payment en nature”) \* (see footnote)** |
| **Location :Democratic Republic of Congo** |
| unilever plc documented its intention permitting its Congolese subsidiary to comply with the various Congolese legislation, ministerial and judicial decisions in favor its former employees and members of ATUMA.  Following our information, and to settle the dispute that had arose, UNILEVER transferred US$ 35 Million to MARSAVCO UNILEVER/P.H.C SARL in 2006. Out of the US$ 35 million, US$ 10 million was meant to increase the capital of Marsavco, while the balance of US$ 25 million was meant to settle the package payment. Several other payments were made by UNILEVER, like US$ 25,100,000 in 2013 and US$ 50 Million in 2017. All apparently for the same purpose. None of the above mentioned payments was carried out in favor of the ex-employees.  The above demonstrates the continuous and systematic retention of the UNILEVER appointees its Board of Director at MARSAVCO UNILEVER/P.H.C SARL or MARSAVCO SARL., to carry out the payment as due.  To note, it is UNILEVER PLC who appoints the chair of the Board of Directors of MARSAVCO and several of its members. UNILEVER PLC is therefore equally than the Board to be held responsible. Unilever Plc also has a social and corporate responsibility toward its (former) staff members whose rights have been breached for more than sixteen (16) years. ATUMA is going as far to argue, it is Unilever Plc refusal to intervene in the dispute in the DRC, that led to the failure of the negotiation.  There are other, similarities dispute for example in France, which were in fact resolved in 2014.  *\*Footnote:*  *It has been recognized that the "package" given to ex-workers/employees at the end of each month constitutes an element of remuneration in accordance with Article 4 of the former Labor Code and Article 7/H of the current Labor Code. The current Labor Code clearly stipulates that the equivalent monetary value of this element of remuneration should be included in the final count of each of the 686 dismissed workers/employees at the end of service, whatever is the reason for the end of employment or cessation of the company’s activity.* |
| **Responsibility**  We believe, Unilever Plc failure to insure that the money was correctly paid to the right people and no action taking from their side to investigate the most likely misappropriation of funds constitutes a grave case negligence supporting mismanagement and fraud. This makes UNILEVER PLC liable!  We also believe that CEO Paul Polman refusal to be involved in the negotiation between ATUMA and MARSAVCO UNILEVER/P.H.C SARL or MARSAVCO SARL in the DRC, equally amounts to negligence on his behalf. |

1. Explanation of your interest in the case and your **purpose**for writing

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| I represent the association ATUMA. Please see the mandate enclosed. In the interest of the 686 former workers and to assist them to defend their rights, I started working with ATUMA several years ago as a volunteer supporting the association in mentoring their claim and accompany them in the process almost on daily basis. Since then I have used some of my international as well as national connections to create awareness of the case. With my good English language skills, I integrated a team of Atuma representatives and lawyers to assist and mediate a solution including maintaining direct communicating with Unilever Plc and its subsidiary in DR Congo, Marsavco operated/managed by the Rawji family.  **Our Purpose:**  NCP to assist to facilitate, reconcile and mediate between ATUMA and Unilever Plc.  NCP assisted already once successfully in 2017 during the Heineken ‘case’ in Bukavu/DR Congo. |

1. **Company information**, including the company's contact details and company structure

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| **Company’s Location** | **why you consider this company is relevant to the Netherlands NCP** |
| Unilever N.V.  Weena 455  3013AL Rotterdam  Kingdom of the Netherlands | Until recently Unilever has a dual Headquarters (London and Rotterdam). On 15th March 2018, it announced that its future unified headquarters will be in Rotterdam.  The food and refreshment products of Unilever are sold in DR Congo, the both divisions/units are based in the Netherlands. |
| Unilever PLC  Unilever House  100 Victoria Embankment  London EC4Y 0DY  United Kingdom  T: +44 (0) 207 822 5252 | The proposal to shift the Headquarters is subject to approval of the British and Dutch entities’ shareholders, with implementation expected toward the end of this year, Unilever said. |
| **Company Corporate Structure** | |
| ***Mr. Paul Polman, Chief Executive Officer*** of Unilever since January 2009. He is to leave his position at the end of 2018. | |
| ***Mr. Graeme Pitkethly, Chief Financial Officer*** was appointed an Executive Director to the Boards of Unilever N.V. and Unilever PLC in April 2016. | |
| ***Dr. Marijn Dekkers, Chairman,*** Unilever N.V. and PLC, was appointed Chairman of Unilever in April 2016. He is also a member of Unilever’s Compensation Committee and the Nominating and Corporate Governance Committee. | |
| ***Ms.******Ritva Sotamaa, Chief Legal Officer*** joined Unilever in 2013. As member of Unilever’s Leadership Executive, she is responsible for Unilever’s Legal, Intellectual Property and Business Integrity functions. | |

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| **COMPANY BOARD STRUCTURE and LISTING** |
| It will continue to list its shares in both countries, as well as the U.S.  The company hosts two annual general meetings, employs two boards composed of the same members and operates under separate takeover regulations and continue to apply both UK and Dutch corporate governance codes. |

6.Information on about the broader **background**, context or location of violations

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| UNILEVER PLC made four (4) monetary transfers to MARSAVCO UNILEVER/P.H.C SARL or MARSAVCO SARL to comply with the various Congolese legislations, ministerial and judicial decisions to settle this dispute. On each occasion, Mr. Paul Polman, CEO of Unilever Plc failed to ensure the local representatives paid the money to the right people while ignoring ATUMA's alarming reports and warning signs. UNILEVER also refused to investigate the circumstances of the misappropriation whether initiated by management staff in London or Kinshasa.  Mr. Paul Polman refused to participate in the negotiation between ATUMA and MARSAVCO UNILEVER/P.H.C SARL or MARSAVCO SARL. His refusal led to the failure of the negotiation in Kinshasa and the extension of the suffering of the 686 ATUMA’s members. We wonder whether this is not a case of discrimination towards an African subsidiary, when at the same time UNILEVER had successfully negotiated a dispute between FRALIB factory former employees and UNILEVER in France. In our opinion, Mr. Paul Polman involvement in the DRC dispute, like in France, would have led to the success of these negotiations and the settlement of this dispute. His personal responsibility is clearly visible. |

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| **Courts Decisions**  • *26 December 2006*, in its ruling number R.A.A 168, the Court of Appeal of Kinshasa/Gombe, accepted the 802 non-conciliation reports issued by the Provincial Labor inspector. It prevented the former employees from taking immediately possession of their rights (“packages”) estimated US$ 24,408,496 (Twenty Four Million Four Hundred and Eight Thousand and Four Hundred Ninety Six Only) and ruled that their claim was admissible and justifiable. It also declared void the incriminated non-conciliation reports because they were issued by a labor inspector without formal authorization.  • *06 September 2007*, the certificate of non-appeal number 005107 was issued by the Registrar of the Supreme Court. lt confirmed that no appeal was lodged against the judgment number R.A.A 168.This meant the above ruling could no longer be challenged (res judicata). Unilever must comply with the ruling.  • *05 April 2013*, in its ruling number RA. 1271, the Congolese Supreme Court of Justice dismissed the challenge brought by the FEC against the decree No. 011/17 dated 06 April 2011 on the application of the resolutions of the CPDS Extraordinary General Meeting regarding the payment of the package or principal of the debt to the former employees of MARSAVCO UNILEVER/P.H.C SARL.   * This meant the challenge mounted by the Congolese employers' union failed and the disputed Prime Minister decree in favor of ATUMA’S members was upheld. As a result, MARSAVCO UNILEVER/P.H.C SARL must comply with it.   • *12 February 2016*, the ruling number RA.1271 of the Supreme Court was serviced with enforcement formula to the FEC and the Government of the Democratic Republic of Congo represented by the Prime Minister.   * lt was executed by the Administrative Registrar of the Supreme Court. * This meant MARSAVCO UNILEVER/P.H.C SARL or MARSAVCO SARL has now another legal duty to comply with the decision to pay the package.   • *15 August 2017*, the Registrar of the Commercial Tribunal issued a conservatory seizure warrant on MARSAVCO SARL for the payment of the debt of US$ 46,558,140.7 (Forty Six Million Five Hundred Fifty Eight Thousand US Dollars and Seventy cents Only).  This new amount includes the following:   * Principal: USD 20,878,090 (Twenty Million Eight Hundred Seventy   Eight Thousand and Ninety cents only)   * Moratorium interest of 8 %: USD 25,053,708 (Twenty Five Million Fifty Three Thousand Seven Hundred and Eight Only). * Proportional right of 3% of the principal: USD 626,342.7 (Six Hundred Twenty Six Thousand Three Hundred Forty Two and Seventy cents only). |
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| **Administrative Decisions**   * *10 May 2011*: The Prime Minister’s Decree No. 011/17 is published in the President of the Republic’s DR Congo official bulletin no.10 * *15 November 2017*: the RA 1271 Supreme Court Judgment is published in   the President of the Republic's DR Congo official bulletin no.22   * *04 September 2008*, the Congolese National General Meeting of the Social Dialogue   Permanent Framework (CPDS) voted a resolution inviting MARSAVCO UNILEVER/P.H.C  SARL to comply with the judicial decision, while advising the company and its former employees to favour a negotiated solution under its supervision.   * *20 November 2009*, the recommendation No.006. The Congolese National Assembly voted the recommendation No.006 instructing the Congolese Government to give sufficient means to the CPDS to enable it to fulfill its missions, to use all legal, statutory and conventional means to enable the Union of the Congolese Enterprises Federation (FEC) to definitely settle this dispute by complying with the decisions of the Congolese Courts and the Congolese Government while compelling the Direction of MARSAVCO UNILEVER/P.H.C SARL to pay the package inside the final salary under the letter No.12/CAB/MIN.ETPS/VLN/LAA/362/03/08 dated 05 June 2008 of the Congolese Minister for Employment, Labour and Social Welfare. lt also instructed the Congolese Prime Minister to sign the decree proposed by the CPDS and summon it into an extraordinary session for the final settlement of the dispute.   DRC National Assembly recommendation No.003 et 006 “MARSAVCO/PHC UNILEVER CONGO”  • *7th January 2010,* PM Decree No. 10/01. The Congolese Prime Minister issued the Decree No. 010/01 summoning an Extraordinary General Meeting of the Social Dialogue Permanent Framework (CPDS) as recommended by Congolese members of Parliament. Accordingly, the document invited MARSAVCO UNILEVER/P.H.C SARL and its former employees/workers to submit their own point of view about the package to enable the General Meeting of the CPDS to rule in all fairness.  • *6th April 2011*, PM Decree No. 011/17. The Congolese Prime Minister issued the Decree No. 011/17 deciding that all the resolutions of the Extraordinary General Meetings of the CPDS related to the payment of the equivalent in money of the package in favour of the 802 former employees of the MARSAVCO UNILEVER/P.H.C SARL are made enforceable.   * This means that UNILEVER has now a legal duty to comply with the Congolese Prime Minister's decree by paying the package accordingly alongside your legal duty to comply with the Court ruling number R.A.A 168. |
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| **DR Congo Institution letters**   * *18 June 2012*, the Congolese First President of the Supreme Court wrote to the Congolese General inspector regarding the enforcement of the relevant decree of the Congolese Prime Minister regarding the payment of the package. He instructed enforcement must be done in compliance with the Congolese Constitution and the Congolese law and that MARSAVCO UNILEVER/P.H.C SARL should avoid any delaying tactics aim at tarnishing the image of Congolese Justice in a just cause, as the high institutions of the country, with proper power on the matter, have officially taken position to ensure the triumph of the rule of law by the enforcement of relevant judicial decisions.   *• 22 November 2007*, the Congolese Minister of Justice wrote the letter number 790/BM255/IL/CAB/MIN/J/2007 to the Managing Director of MARSAVCO UNILEVER/P.H.C SARL to the Managing Director of MARSAVCO UNILEVER/P.H.C SARL regarding the inclusion of the package into the payment of the final salary of all former employees of MARSAVCO UNILEVER/P.H.C SARL. The Minister also instructed him to comply with all the various administrative and judicial decisions to settle this matter by paying the package.  • *05 June 2008*, the Congolese Minister for Employment, Labour and Social Welfare wrote the letter number 12/CAB/MIN.ETPS/VLN/LAA/362/08 to the Managing Director of MARSAVCO UNILEVER/P.H.C SARL The Minister suggested that her involvement was in support of the actions of administrative and political authorities who requested the rehabilitation of all the former employees into their rights and stressed that high government authorities had pleaded for them to be put back into their rights.  • A number of other Letters could be added/listed. |

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| **Location in Democratic Republic of Congo**  Compagnie des Margarines, Savons et Cosmétiques au Congo - MARSAVCO SARL  1, Avenue Kalémie  Kinshasa-Gombe,  B.P. 8814 Kinshasa 1  RCCM/CD/KIN/RCCM13-B-0893   * Tax No : A0700 125U * ID No: 01-314-A01725A |

1. List of**chapter(s)** **and paragraph(s) in the Guidelines** the complaint is breaching

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| **The notification specifically concerned the alleged non-observance of the 2011 version of the OECD Guidelines for Multinational Enterprises,**   * Chapter I Concepts and Principles, * Chapter II General Policies, * Chapter III Disclosure, * Chapter IV Human Rights * Chapter V Employment and Industrial Relations, and * Chapter VII Combating Bribery, Bribe solicitation and Extortion |

1. Detailed information on the **alleged breaches** and developments to date

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| **Employment and Industrial Relations Chapter V,**  **Provide reasonable notice of major changes such as facility closure or large-scale dismissals, cooperate with workers’ representatives to mitigate adverse effects and give appropriate notice prior to the final decision being taken, §6.**  1. 30th October 2001, MARSAVCO UNILEVER/P.H.C SARL dismissed 802 Congolese employees in breach of the redundancy agreement signed on 06 August of the same year. The company paid them their monthly salaries but failed to include the so called “package” constituted of oil and soaps provided to them twice a month. The company argued it was not part of their final salary scheme.  2. On 15 May 2002, 686 former employers submitted a complaint to the Congolese General lnspector for labour about their collective dismissal and contested the withholding of the package/in kind payment. They argued their dismissal and the withholding of the package were unfair as the 6th August 2001 agreement stipulates that workers under fifty (50) years will be re-hired and those of 50 or more will retire. The complaint was also formally brought to the attention of the Congolese authorities at different levels (Judiciary, Government and the Office of the President of the Republic). |
| **Observe labor standards not less favourable than those observed in the host country by comparable employers and which at least satisfy the basic needs of the workers and their families, §4a, b.**  Unilever contravenes its own, corporate Unilever Plc DR Congo collective labour agreement and its social charter that stipulates to treat its employee humanly.  None of the 686 employees received adequate compensation. Since 2001, they are deprived of social welfare. This is said to have led to more than 350+ (Three Hundred Fifty) deaths amongst former employees and their dependents (spouse and children). |
| **Chapter I Concepts and Principles**  **The Guidelines are government-backed principles and standards for good business practice, §1.**  Unilever maintains its dual headquarters in the United Kingdom of Great Britain and Northern Ireland and the Kingdom of the Netherlands; both countries are OCDE member Country.  **• Enterprises must obey domestic laws; the Guidelines** **states that enterprises must, at a very minimum, obey the domestic laws of the countries in which they operate.** **§ 2**  Thus, as explained above, Unilever Plc is violating local laws. It is also in breach of the own corporative guidelines. Filing this complaint is seen as an effective option to reinforce existing DRC domestic laws and social system, which today remains simply inaccessible to atuma members.  **The Guidelines apply globally and enterprises are expected to observe them wherever they operate, §3.**  In DRC law or decision by the Supreme Court cannot be challenged. It is therefore an obligation of UNILEVER to issue compensatory payments to its employees. The amount due represents solely compensation for the package, excluding outstanding wages, daily food, health and transport allowances. |
| **Chapter II General Policies**  **Refrain from seeking or accepting exemptions to regulatory requirements concerning human rights, environment, taxation or other issues, §A.5.**  Marsavco and Beltexco have negotiated agreement that exempted them from taxation and duties. There are other rules and regulations that must adversely affect the financial return of an enterprise operating in the DRC. |
| **Chapter III Disclosure**  **Stipulates that enterprises should have clear policies to disclose material information regarding financial results, ownership and voting rights, structure of the enterprise and related groups of enterprises, foreseeable risk factors, issues regarding workers and stakeholders, and governance structures. The Commentary notes that material information can be defined as information that could influence decision-making by users of that information. § 2**  31 July 2013 the Employment, Labour and Social Welfare Minister, by his letter 1828/CAB/MIN/ETPS/MBL/pkg/2013, wrote to the Chairman of the DRC Unilever Group to request clarification on the legal framework of Marsavco. Unilever never responded. This is of course in contradiction to any good practice and guidelines. A company cannot just ignore the letter of a Ministry.  **States that enterprises should apply high-quality standards for financial as well as non-financial disclosure. § 4**  Unilever Plc should provide the requesting parties information that enables to obtain a true view of the company’s ownership, performance and number of employees. Such information is normally provide in a public annual report.  The employees never received information on:  Financial and operating results   * Major share-holders, ownership and voting rights, organizational structure of the group of companies and intra-group links, as well as control enhancing mechanisms; * Information about board members and key executives, managers of each company; |
| **Chapter IV Human Rights**  **Respect human rights, §1**  states that enterprises should respect all human rights wherever they operate and regardless of whether governments are fulfilling their obligations.  •The UN Universal Declaration of Human Rights  •The International Labour Organization (ILO) Declaration on Fundamental Principles and Rights at Work  **Have a policy commitment to respect human rights, §4**  These criteria were never applied by Unilever DRC nor Marsavco   1. approved at the most senior level of the enterprise; 2. informed by relevant internal and/or external expertise; 3. specific about the expectations of personnel, business partners and other parties directly linked to its operations, products or services; 4. publicly available and communicated internally and externally to all personnel, business partners and other relevant parties; and 5. reflected in operational policies and procedures necessary to embed it throughout the enterprise |
| **Chapter VII Combating Bribery, Bribe solicitation and Extortion**  **Not offer, promise or give undue monetary or other advantages to public officials or the employees of business partners directly or through intermediaries,**  **E.g. agents, consultants, suppliers, §1.**  We don’t have any evidence of corruption or bribing. However, cases are widely commented in DRC newspaper. There are frequently ministers identified who have been able to obtain property (houses etc.) that are not at their financial capacity and very far away of the monies they received through their official salary. They will have difficulties to justify such purchase. For example, the Minister of Labour, Employment and Social Welfare “bought” a house for US$ 1,5 M (one million and five hundred). It’s appears that he obtained the house through the Rawji family, after the PM’s enforcement degree was cancelled. |

1. Other relevant (international) **standards**the NCP should take into account when considering the complaint

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| **UNILEVER** | **INTERNATIONAL BUREAU OF WORKS** |
| Social charter | International Labour Organisation, |
| Labour Treaty Code signed with its employees in DR Congo | C095 - Protection of Wages Convention, 1949 (No. 95)  Convention concerning the protection of wages (Entry into force: 24 Sept. 1952)  Adoption: Geneva, 32nd Session ILC (01 Jul 1949) - Status: Updated Instrument (Technical Conventions).  The convention can be denounced: Sept. 24, 2022 - Sept. 24, 2023 |

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| **UNITED NATIONS TREATY** |
| The UN International Covenant on Civil and Political Rights  The UN International Covenant on Economic, Social and Cultural Rights  **Universal Declaration of Human Right** |
| Articles 4, No one shall be held in slavery or servitude; slavery and the slave trade shall be prohibited in all their forms. |
| Article 23   1. Everyone has the right to work, to free choice of employment, to just and favourable conditions of work and to protection against unemployment. 2. Everyone, without any discrimination, has the right to equal pay for equal work.   (3) Everyone who works has the right to just and favourable remuneration ensuring for himself and his family an existence worthy of human dignity, and supplemented, if necessary, by other means of social protection.  (4) Everyone has the right to form and to join trade unions for the protection of his interests. |
| Article 25   1. Everyone has the right to a standard of living adequate for the health and well-being of himself and of his family, including food, clothing, housing and medical care and necessary social services, and the right to security in the event of unemployment, sickness, disability, widowhood, old age or other lack of livelihood in circumstances beyond his control. 2. Motherhood and childhood are entitled to special care and assistance. All children, whether born in or out of wedlock, shall enjoy the same social protection. |

1. Description of**previous attempts** at resolution of the case directly with the company or other relevant actors and/or institutions

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| *17 July 2017*, the previous Legal Representative Professor Jean-Francois PREVOST emailed Mr. Polman, the CEO OF UNILEVER PLC a letter reminding him of his legal duty to pay the members of ATUMA under the Decree No. 011/17 of 06 April 2011 signed by the Congolese Prime Minister and validated by the Congolese Supreme Court ruling number RA. 1271 dated 05 April 2013 while putting him on notice to pay the package within 8 (Eight Only) days. |
| *05 November 2013*, Atuma contacted Mr. Paul Polman, the CEO of Unilever Plc.by fax; Letter Ref DS/LMK/045/011/2013 |
| *13 November 2013,* Atuma contacted Mr. Paul Polman, the CEO of Unilever Plc, by fax; Letter Ref DS/LMK/047/011/2013 |
| *17 November 2013* Atuma contacted Mr. Paul Polman, the CEO of Unilever Plc. By fax; Letter Ref DS/LMK/048/011/2013 |
| *29 November 2013* Atuma contacted Mr. Paul Polman, the CEO of Unilever Plc by fax; Letter Ref DS/LMK/056/011/2013 |
| Several emails sent to the CEO of Unilever Plc. at paul.polman@unilever.com from ATUMAs address [drc.formeragents@gmail.com](mailto:drc.formeragents@gmail.com) in the years 2013, 2014 and 2015   |  | | --- | | Several emails sent to the CEO of Unilever Plc. at paul.polman@unilever.com from my personal email [solangekyt@gmail.com](mailto:solangekyt@gmail.com) in the year 2017 | | Several telephone conversations with Ms. Carolyn, the PA/ Secretary of Mr. Paul Polman the CEO of Unilever Plc. Telephone number dialed +442078225252 | | |
| *29 May 2015*, a report was issued and signed between the Congolese former employees, the company and the General inspector of Labor regarding the closing of this case. The inspector calculated that each employee/worker should receive the equivalent of Twenty Five packages during a year.  This means the following:  • 802 employees will get the monetary equivalent of 25 packages or an amount of USD 24,408,096 (Twenty Four Million Four Hundred and Eight Thousand Ninety Six Only).  • Each of the 802 employees will receive USD 30,434.53 (Thirty Thousand Four Hundred and Thirty Four American dollars and Fifty Three cents Only).     * USD 30,434.533 x 686 employees = USD 20,878,90 (Twenty Million   Eight Hundred Seventy Eight Thousand Ninety Only) to be paid by MARSAVCO to the 686 employees. | |
| *25 September 2017*, Atuma Chairman attended a meeting at the British High Commission in Kinshasa. The payment of the package debt was discussed. | |
| *26 September 2017*, ADL sent a letter putting UNILEVER PLC on notice to pay to ATUMA the above debt to settle the case within 8 calendar days or by the 04 October  2017. The letter was posted using Royal Mail special delivery service*. lt was delivered to*  *UNILEVER PLC on 27 September 2017.* The same day, a scanned copy of the letter was sent by email to the Chief Executive Officer (CEO) and the Chief Legal Officer (CLO).There was no delivery failure. | | |
| *29 September 2017*, ADL (Advise Learning Bureau) sent a reminding letter to UNILEVER PLC. lt was posted using Royal Mail second class sign for delivery service. *It was delivered on 02 October 2017.* The same day, a scanned copy of the letter was emailed to the CEO and the CLO. There was no delivery failure. | | |
| *18 October 2017*, after learning that ADL letters hadn't been received, ADL forwarded their emails to Ms. Barbara Wawaton, Personal Assistant of Mr. Paul Polman, and to the CLO Ms. Ritva Sotamaa. | | |
| *27 October 2017*, after learning that ADL email couldn't be seen, ADL re-forwarded to the same Personal Assistant, and the email to the CEO and the CLO of UNILEVER PLC. | | |
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| **Criminal Brigade** | | |
| • 22 November 2017: the Kinshasa Criminal Brigade of the Kinshasa-Gombe district summoned the General Labor Inspector | | |
| • 22 November 2017: the Kinshasa Criminal Brigade district of Kinshasa-Gombe summoned the Cabinet Director/Chief of staff of H.E. The State Minister of Works, Labour and Social Welfare. | | |
| • 27 November 2017: the Kinshasa Criminal Brigade of Gombe district summoned Mr. Jean-Marie LOKOTO, Chairman of ATUMA/PHC Unilever Congo. | | |

1. Outline of **complaint goals**, demands and requests from the company and/or NCP. Before filing a complaint, you should ensure that you have a clear view of what outcome you hope to achieve, as well as what results are realistically possible and likely.

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| **Mr. Paul Polman involvement in the DRC like in France - Fralib Factory**  UNILEVER PLC made at least three monetary transfers to MARSAVCO UNILEVER/P.H.C SARL or MARSAVCO SARL to assist Marsavco to comply with the Congolese legislative, ministerial and judicial decisions and to settle this dispute. It seems that Mr. Paul Polman, CEO of Unilever Plc failed to make sure that the money was actually paid out to the right people, although he must have taken note of ATUMA's alarming reports and warning signs.  ln September 2010, UNILEVER FRANCE issued a public announcement that it intended to close its FRALIB tea processing and packaging factory located in the town of Germenos in France. There, some 182 employees were producing Lipton teas and Elephant infusions.  ln September 2012, UNILEVER FRANCE closed its FRALIB Gemenos factory. Several employees started a sit in inside the plant while their trade union mounted a legal motion against Unilever Plc social plan.  Unilever plc, ceo, Mr. Polman had agreed to involve himself personally in disputes like in France. If he had done so, an agreement would have been reached in the DRC in 2015 like in France in 2014.  Contrary to the negotiation between FRALIB factory former employees and UNILEVER FRANCE, Mr. Paul Polman was not ready to participate in the negotiation between ATUMA and MARSAVCO UNILEVER/P.H.C SARL or MARSAVCOSARL. His refusal led indirectly to the failure of the negotiation and the extended suffering of atuma members.  In our opinion, Mr. Paul Polman direct involvement in the DRC case, similar to what he did in France, would have led certainly to the success of the negotiation and the settlement of this dispute. |
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| **Our Objectives:**  UK NCP to assist to facilitate, reconcile and mediate between Atuma and Unilever Plc. NCP assisted already once successfully in 2017 during the Heineken ‘case’ in Bukavu/DR Congo. |

1. **Confidentiality request,**such as the names of individuals, sources of evidence or any documentation that cannot be shared with the company.

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| **JUSTIFICATION- CONFIDENTIALITY REQUEST** |
| Unless it is documents already in the public domain (court judgments, institutions letters, emails & faxes sent to Unilever Plc.) I request good judgment and confidentiality to avoid any influence and pressure that may come from the Rawji Family. Disclosure of such material and documentation bearing the risk of a direct conflict with the Rawji Family, would need to be approved in writing by me or my principals. |

1. Statement of "**good faith**" to engage in the procedure. If you are pursuing multiple strategies, explain why you consider these activities appropriate and why they will not conflict with or undermine the complaint process.

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| ATUMA enforcement of this matter is almost impossible in the DRC. Marsavco management and owners are very closely interlinked with the government in the DRC. MARSAVCO will use their influence including bribery to prevent any attempt to resolve the dispute. People involved will (some of them are already in danger) face reprisals and may even put their lives in danger and/or freedom of movement.  • The legal proceedings is ‘stuck’. Despite Atuma having all legal decisions but they cannot be enforced in DRC due to court corruption and therefore not a viable means of resolving the dispute.   * The Guidelines are in many ways broader than legal frameworks, and the complaint may seek to resolve aspects of a dispute that courts cannot deal with. * The NCP may be able to function as a creative, collaborative facilitator of positive outcomes that are not available through legal action. |
| **STATEMENT OF GOOD FAITH**  I hereby confirm that I will engage in good faith in the procedure set by the Kingdom of the Netherlands NCP. |

1. **Attachments** and/or appendices with more detailed information relevant to the complaint

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| * 1. **Sale of division**:   Unilever's sale of its global "margarine and spreads" division estimated at EUR 6.83 billion or USD 8.1 billion is currently under exclusive negotiation with KKR & CO L.P. The deal is expected to be completed by the end of May 2018. Atuma fears that with this purchase by KKR & CO L.P, it will never be able to proceed and successfully settle the dispute and finally be paid. We also bring to your attention that CEO M.Paul POMAN will retire from his function at the end of December 2018. |

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| **14.2 - DR Congo official bulletin** |
| 15 November 2017: the RA 1271 Supreme Court Judgment is edited in  the President of the Republic's DR Congo official bulletin no.22 |
| 10 May 2011: The Prime Minister’s Decree No. 011/17 is published in the President of the Republic’s DR Congo official bulletin no.10 |

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| **14.3 LEGAL DECISIONS (Judgements)**  1) Decision of the Court of Appeal of Gombe on 4th May 2007,  2) Decision of the Supreme Court of Justice RA1271 of 5th April 2013, AND its Binding  Formula statement dated of 12th February 2016  3) Two Decrees of the Prime Minister of 7th January 2010 and 6th April 2011,  4) Certificate of non-opposition RAA 168  5) Certified Audition/listing by the Ministry of Justice of the 686 ATUMA members  6) CPDS resolutions signed by the DRC Minister of Labour, Employment and Social Welfare (CPDS-permanent framework for social dialogue)  7) CPDS resolutions signed by the State Minister to the DRC President and The FEC- Union of Congolese Business Federation (CPDS-permanent framework for social dialogue)  8) OHADA denunciation of the conservatory receivables’ receipt dated 22nd August 2017  9) OHADA record’s seizure of receivables done on Unilever Plc Subsidiary accounts in August 2017 |

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| **14.4 - EVIDENCE OF UNILEVER PRODUCTS MANUFACTURED IN DR CONGO**  Blue band, OMO, Vim. |

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| **14.5 - EXPLICATIVE NOTE TO THE NCP**  More detailed information can be provided. |

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| **14.6 - PRESS RELEASE/DEATH THREADS**  The United Nation radio in DRC airs regularly on our file some news can listened or read on www.radiokapi.net  02 May 2014: Radio France International (RFI) airs the ATUMA-UNILEVER conflict, recorded on the International Labour day.  08 February 2018: Mr. LOKOTO, Chairman of Atuma receives death threads    Publication in many newspapers, Congolese websites, some of them can be read on www.7/7.cd , www.latempeteinfo. |