



Ministero delle Imprese e del Made in Italy



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National Contact Point for RBC

Specific instance submitted to the Italian, French and US NCPs on 15 July 2021, by CWA, IUE/CWA, AFL-CIO, INDUSTRIALL, UNI vs EssilorLuxottica S.A.

FINAL STATEMENT¹

1. This document contains the Final Statement of the Italian National Contact Point ("NCP") on the specific instance submitted to the Italian, French and US NCPs on 15 July 2021 by CWA, IUE/CWA, AFL-CIO, IndustriALL, UNI ("Complainants") against EssilorLuxottica S.A. ("Company").

The Specific Instance

2. The Complainants charged the global management of EssilorLuxottica S.A. with having failed to fulfil its due diligence obligations with regards to alleged anti-union behaviour in the management of its plant in McDonough, Georgia, in the United States. In brief, they complain about the following alleged behaviours by the Company:
 - anti-union website containing a list of negative consequences for workers adhering to a trade union;
 - misleading and menacing communications to workers, including via digital application;
 - *use of so-called "captive-audience" meetings, in which workers are required to listen to management' anti-union speeches, with no opportunity for union representatives, or even workers themselves, to respond to these attacks;*
 - threat of replacement of striking workers;
 - imbalance in communication with workers.

The OECD Guidelines and the NCP activities

3. A specific instance is a request to the NCP to offer its good offices to contribute to the shared resolution of issues relating to the implementation of the Guidelines of the Organisation

¹ The official version of the Final Statement is in English.



for Economic Cooperation and Development ("OECD") for Multinational Enterprises (hereinafter the "Guidelines") in specific cases.

4. The Guidelines are recommendations of responsible business conduct addressed by adhering Governments to the multinational enterprises operating in or from their territories.
5. To disseminate the Guidelines, each adhering Government is bound to establish a National Contact Point, which has the task to manage a non-judicial mechanism for settling disputes between a company and a stakeholder, arising from an alleged breach of the Guidelines.
6. The Italian National Contact Point ² is part of the international network of National Contact Points, established by OECD and non-OECD member Countries adhering to the Guidelines, with the aim to promote the maximum diffusion and practice of responsible business conduct standards. It is established at the Ministry of Enterprises and Made in Italy (Department for Enterprise Policies - Directorate General for Industrial Policy, Reconversion and Industrial Crisis, Innovation, SMEs and Made in Italy) by Law 273/2002, art. 39, and regulated by Ministerial Decrees.
7. The Italian NCP deals with a specific instance in compliance with the procedures provided for in the Guidelines and regulated in the "Handbook for the management of the specific instances submitted to the Italian National Contact Point", ³ adopted on 27 July 2018 by Decree of the Director General of the DGPIIPMI of the Ministry of the Economic Development.
8. Through the Initial Assessment the NCP determines whether the issue raised in the specific instance merits further examination. If the case merits further examination, the NCP offers its good offices to help the interested parties to solve the issue, in accordance with the Guidelines and the applicable laws. The offer of good offices by the NCP is aimed at finding a concrete solution to the case, compliant with the Guidelines and agreed by the parties.
9. If no agreement is reached the NCP publish a Final Statement where it reports the outcomes of the procedure.
10. The effectiveness of the specific instance procedure depends on the good faith behaviour of all the involved parties.

Coordination among NCPs and lead NCP

11. The specific instance was submitted to the NCPs of France, Italy and USA. They coordinated since the beginning. On 30 July 2021, during a meeting online, after examining the case, the aforementioned NCPs jointly decided that the Italian NCP would lead on the case, as it was in the best position to find a solution and promote the effective implementation of the Guidelines.

² <https://pcnitalia.mise.gov.it/index.php/en/ncp>

³ <https://pcnitalia.mise.gov.it/index.php/en/specific-instances>



12. On 12 November 2021, the three concerned NCPs met again to clarify some aspects of the assistance that the NCPs of France and USA would provide in the management of the case. Subsequently, they also agreed that the US NCP would take on a significant supporting role to further assist the Parties, as the specific instance notably refers to a social conflict in the USA, and to ask the support of the French NCP when needed as EssilorLuxottica Group is seated in France.
13. The Italian NCP kept the other two NCPs informed of the developments of the proceedings along the process.

The positions of the Parties

Submission and allegations by the Complainants

14. On 15 July 2021, the specific instance has been submitted to the NCPs of France, Italy and USA, by a group of international and US labour organisations: Communications Workers of America (CWA), IUE-CWA (the industrial division of CWA), the American Federation of Labour and Congress of Industrial Organizations (AFL-CIO), IndustriALL Global Union, and UNI Global Union, against the French group EssilorLuxottica S.A.
15. The allegations of the Complainants refer to the “aggressive campaign of interference with workers’ freedom of association and the right to organize” carried out by the Company in the plant in McDonough, Georgia. The alleged campaign consisted of misleading and menacing communications to workers including:
 - The misuse of the application called “LifeSafe” – originally created to communicate with employees about Covid-19 pandemic’s - to broadcast SMS messages attacking unions and warning workers of the negative consequences of persisting in their organizational efforts (e.g. risk of losing wages and benefits).
 - The creation of an anti-union website (www.LuxFacts.com) holding that trade-unions in the plant are acting in their own interest (profit) and could only jeopardize workers’ holidays, vacation days, or other benefits.
 - The frequent use of “captive-audience meetings”, i.e, “meetings in which workers are required to listen to management’s anti-union speeches with no opportunity for reply”.
 - The reiteration, in the above communications, of the concept that strike can bring serious consequences to workers, such as permanent replacement or stop to regular pay or benefits. This circumstance was all the more serious, the Complainants said, in what they described as a national context of management authority, employee subordination, and “at-will” employment relationships in the workplace.
16. In the Complainants’ view, the above issues involved decisions made at EssilorLuxottica S.A.’s headquarters in Italy and France, where the responsibility arose for management’s actions in the United States.
17. According to the Complainant:



- a) In violation of the OECD Guidelines' Chapter IV, Human Rights, EssilorLuxottica S.A. was failing to:
- respect “fundamental rights set out in the International Labour Organization’s Declaration on Fundamental Principles and Rights at Work”;
 - avoid infringing on the human rights of others;
 - avoid causing adverse human rights impacts and address such impacts when they occur;
 - seek ways to prevent or mitigate adverse human rights impacts directly linked to their business operations;
 - carry out human rights due diligence;
- b) In violation of the OECD Guidelines' Chapter V, Employment and Industrial Relations, EssilorLuxottica S.A. was failing to:
- respect “fundamental principles and rights at work [including] freedom of association and right to collective bargaining [...] developed in the form of specific rights and obligations in ILO Conventions recognized as fundamental”;
 - respect the right of workers to establish or join trade unions or representative organizations of their own choosing;
 - respect the right of workers to have trade unions of their own choosing recognized for the purpose of collective bargaining.
18. According to the Complainants, EssilorLuxottica S.A. was failing to use its influence – as it would be required by the OECD Guidelines provision on due diligence - to prevent country management in the United States from engaging in practices that violated the foregoing chapters of the OECD Guidelines.
19. The Complainants also underlined that Chapter IV of the Guidelines incorporates the Universal Declaration of Human Rights, the International Covenant on Civil and Political Rights, the International Covenant on Economic, Social and Cultural Rights, and the ILO Declaration on Fundamental Principles and Rights at Work, all of which protect the right to form and join trade unions. In addition, the Guidelines incorporate the principle of non-interference contained in Article 11 of the ILO Convention No. 87.
20. While attributing the above breaches of the Guidelines to EssilorLuxottica S.A., the Complainants specify, however, that the McDonough location, “carries the Luxottica name and is managed from Luxottica headquarters in Milan”.
21. The Complainants also pointed out that they did not rely on U.S. labour law as the basis of this complaint, but on the Guidelines and their incorporation of ILO core labour standards.
22. For all the above, the Complainants sought the good offices of the NCPs of France, Italy and U.S., in a coordinated effort to bring together the signatory trade unions with EssilorLuxottica S.A. management in France, Italy and the United States in a mediation process that could resolve this conflict.



23. They also pointed out that the failure of due diligence by the EssilorLuxottica S.A. global management in Milan and Paris established a foundation for the NCPs of Italy and France to take up their submission.

Position of the Company

24. The Company argued that the Italian NCP should not accept the matter nor offer its good offices for the following reasons:
- The complaint was about the Complainants’ dissatisfaction with U.S. labour law, which is consistent with international law and which, as the Unions admitted, had not been violated in this case:
 - i. therefore it was not about the Guidelines and did not fall within the competence of an NCP;
 - ii. and in the alternative, if any NCP were to address this matter, it would have been appropriate instead for the U.S. NCP to take the lead;
 - The complaint did not raise material and substantiated issues;
 - The Complainants appeared to be using the specific instance as a new forum against Luxottica in order to pressure the Company to enter into an unfair arrangement, circumventing or rewriting U.S. labour law;
 - The Specific Instance was not submitted in good faith. The Complainants publicized the Specific Instance in violation of confidentiality rules. Therefore, a constructive mediation would have been impossible.
25. The Company stated it had not carried out any violation of the OECD Guidelines since it had not taken any concrete initiative either against the employees involved in the initiatives of the Complainants or against the latter. Moreover, as the Guidelines give as the first duty of multinational enterprises to comply with domestic laws, the Company claimed to have always respected U.S law. In this regard, it recalled that:
- U.S. law complies with the international labour standards, as also confirmed by the ILO Committee on Freedom of Association, and guarantees both the freedom of association of workers and the freedom of expression of employers;
 - The ascertainment of any violation of the U.S. law would be up to the competent U.S. authorities, before which the Complainants have failed to seek relief.
26. The Company maintained that the Specific Instance made no allegation that U.S. law was violated.
27. As to the actions reported in the specific instance, the Company replied that there had been no “misleading and menacing communications” nor any other interference with employees’ rights under the Guidelines. The management had limited itself to expressing its own opinions for the mere purpose of dutifully taking a position in relation to the circumstances, statements and inferences of the Unions. The right of employers to voice



opinions on unionization is provided for by both U.S. law and international standards, as confirmed in Case No. 2683 before the ILO Committee on Freedom of Association.

28. In its McDonough plant, the Company boasts well paid, highly motivated employees. Consistent with the U.S. National Labor Relations Act, its employees have the freedom to seek union representation if they so desire. In fact, in 2018, they overwhelmingly voted against union representation in an NLRB election, by a five to one ratio.
29. The above was claimed by the Company to be in line with its commitment to acting responsibly, endorsing the principles set forth in the OECD Guidelines and maintaining strong and productive relationships with trade unions globally, wherever its employees chose to be represented by them, in accordance with applicable national law. The Company asserted its compliance with the labour and employment laws of each country in which it has employees.
30. The Company also stated that the Human Rights Chapter of the Guidelines does not establish a due diligence obligation on a multinational enterprise in a way that obligates it to abrogate rights available to it under national law. The Company stated that it has an internal grievance mechanism, which receives and investigates complaints from internal and external stakeholders, and which the Complainants have failed to use. Given that the Guidelines state that the primary obligation of a multinational is to comply with applicable national law, if Luxottica is in compliance with national law in the U.S., which is consistent with international labor standards, and that compliance is mandated by the company's global McDonough headquarters, then the company's due diligence obligations are satisfied.
31. Anyhow, the complaint contained no evidence that the human rights of the Company's employees in the plant had been adversely impacted: nowhere in the complaint were there any allegation or factual assertion that an employee had his or her human rights impacted by Luxottica's compliance with the law of the United States.
32. Therefore, the Company's Italian and French operations fulfilled any requirements established by the Guidelines to undertake due diligence to ensure that U.S. law and OECD Guidelines were complied with in the McDonough operations.

The Initial Assessment

33. The outcomes of the initial assessment of this case are summarised below.
34. Following receipt of the specific instance by the Complainants, the (Italian) NCP, by letter dated 26 July 2021, informed EssilorLuxottica and Luxottica about the submission. The exchange of notes between the Parties took place between 1 October 2021 and 30 November 2021.
35. By email dated 20 July 2021 the NCP Secretariat informed the members of the NCP Committee about the complaint.
36. Afterwards, the NCP held several meetings to exchange views on the case with relevant stakeholders represented in the NCP Committee, namely the Unions (CGIL, CISL and



UIL) and, in an informal and purely informative way, with the business association (Confindustria).⁴ On 22 November 2021 the NCP met some ILO representatives from the ILO's offices of Rome and Geneva, to obtain some clarification on the ILO instruments. On 13 December 2021 the NCP met the Complainants. On 9 February 2022 the NCP met the Company.

37. The Italian NCP also received two letters, one from a group of investors, concerning a complaint that they filed against the Company's facility in Georgia (16 December 2021) and one from the Unions CGIL, CISL and UIL (members of the NCP Committee) stating that, based on their joint opinion, the specific instance was well-founded and that, therefore, the procedure could be opened (17 January 2022).
38. On 3 March 2022 the Italian NCP sent to the French and US NCP the draft Initial Assessment for comments. Both the NCPs expressed no concerns with the conclusions of the Initial Assessment, though making some remarks on the language. The Italian NCP Committee, on 28 March 2022 also expressed its favorable advice on the draft almost unanimously.⁵ On 31 March 2022, the Italian NCP sent the draft Initial Assessment to each of the Parties for their comments. The Complainants responded with no remarks. The Company submitted its comments to the draft, on 29 April 2022.
39. The NCP also required advice on the case to the Institute for International Legal Studies (ISGI) of the Italian National Research Council (CNR).
40. The NCP completed the Initial Assessment concluding that the issues raised merited further examination.
41. As to the Parties, the NCP considered that the Complainants had a legitimate interest in submitting and taking forward this specific instance, in their capacity as third party organizations acting as representatives or potential representatives of workers. As to the enterprise, the multinational EssilorLuxottica S.A.⁶, including its site in McDonough - the reference hub of Luxottica Group S.p.A. in North America both for the logistics and the

⁴ According to the Italian NCP Handbook for the management of the specific instances submitted to the Italian National Contact Point, the NCP Committee, in managing the specific instance, plays an advisory and supportive role. At any stage of the procedure - collectively and each of its members - it contributes to the understanding and the solution of the issues raised in the specific instances.

⁵ All the Committee members expressed favorable consent, except one. Most of the NCP Committee members expressed their silent consent. The CGIL (Italian General Confederation of Labour) appreciated the work done and the synthesis that correctly reflects the positions expressed by the Parties. The CISL (Italian Confederation of Workers' Unions) judged the reconstruction and the conclusions contained in the document to be unexceptionable and confirmed its commitment to the success of mediation through the "good offices" and the full sharing of the work carried out. The UIL (Italian Labour Union) judged the evaluation of the specific instance punctual and exhaustive, thanked the NCP also for having expressed the will to continue to act in coordination with the other two National Contact Points involved and confirmed the commitment to operate in mediation through the "good offices". The CNCU (National Council of Consumers and Users) expressed his positive opinion on the IA and its conclusions. Confindustria (General Confederation of Italian industry) stated that they do not share the conclusions of the IA.

⁶https://www.essilorluxottica.com/sites/default/files/documents/2021-05/ESSI_DEU_2020_MEL_UK_030521_0.pdf



production of ophthalmic lenses - was encompassed by the broad and substantive definition of multinational enterprise given by the Guidelines, that also includes all the entities within the multinational enterprises (parent companies and/or local entities).⁷

42. The NCP concluded that the issue was material and substantiated, also in the light of the applicable domestic and international laws and court ruling and taking into account similar cases.
43. Although the Company disputed the alleged anti-union nature of its actions and claimed substantial legitimacy under the current applicable domestic law, in the opinion of the NCP this was of a very limited relevance for the purpose of this case, whose real object was the observance of the recommendations and the standards of the Guidelines, that represents the only benchmark for the specific instance mechanism and that, in many cases, “extend beyond the law”.
44. According to the complaint, the conduct of the Company represented three infringements of the Guidelines: (1) breach of the duty to respect “fundamental principles and rights at work [including] freedom of association and right to collective bargaining” (Chapter V); (2) breach of the duty to respect human rights (Chapter IV); (3) breach of the duty to carry out the due diligence for a responsible business conduct (Chapter II).
45. Following Chapter V (Industrial Relations) of the OECD Guidelines “Enterprises should, within the framework of applicable law, regulations and prevailing labour relations and employment practices and applicable international labour standards (...)” follow the OECD recommendations set out therein.⁸ The same reinforced principle is provided for in Chapter IV (Human rights): “In all cases and irrespective of the country or specific context of enterprises’ operations, reference should be made at a minimum to the internationally recognised human rights expressed in the International Bill of Human Rights and the main

⁷ OECD Guidelines, Concepts and principles, par. 4.

⁸ OECD Guidelines, Chapter V, Commentary, par 39. In more detail, the recommendations listed under the OECD Guidelines Chapter V on Employment and Industrial relations, are: to “...respect the right of workers employed by the multinational enterprise to establish or join trade unions and representative organisations of their own choosing”; to “...respect the right of workers employed by the multinational enterprise to have trade unions and representative organisations of their own choosing recognised for the purpose of collective bargaining, and engage in constructive negotiations, either individually or through employers' associations, with such representatives with a view to reaching agreements on terms and conditions of employment”. According to Chapter V, an enterprise should “(a) Provide such facilities to workers’ representatives as may be necessary to assist in the development of effective collective agreements, (b) Provide information to workers’ representatives which is needed for meaningful negotiations on conditions of employment, (c) Provide information to workers and their representatives which enables them to obtain a true and fair view of the performance of the entity or, where appropriate, the enterprise as a whole”.

Chapter V of the Guidelines, in addition to referencing the 1998 ILO Declaration on Fundamental Principles and Rights at Work, largely reflects the labour principles settled in the Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy, the global instrument jointly elaborated and adopted by governments, employers and workers from around the world that provides social policy guidelines.

The right of everyone to form and to join trade unions for the protection of his interests is also recognized in the International Bill of Human Rights referred to in Chapter IV of the OECD Guidelines as a core benchmark for human rights.



instruments through which it has been codified [...] and to the principles concerning fundamental rights set out in the 1998 International Labour Organisation Declaration on Fundamental Principles and Rights at Work”.

46. The United States, although having ratified neither ILO Convention No. 87 nor Convention No. 98, is a Member State of the ILO.⁹ Therefore, consistent with the 1998 ILO Declaration on Fundamental Principles and Rights at Work, the United States respects, promotes, and realizes, in good faith, the fundamental labor rights, including the freedom of association and the effective recognition of the right to collective bargaining.¹⁰
47. As to the due diligence the OECD Guidelines Chapter II, par 10, enterprises should “...carry out risk-based due diligence...”. The Company did not provide useful elements to identify the implementation of an adequate due diligence, in line with the Guidelines.
48. The NCP also demonstrated that its conclusions were in line with the practice of other countries’ NCPs in similar cases.

Good offices

49. By letter prot. n. 101100 of 14 April 2022, even before the formal offer, the Complainants, in communicating that they had no objections to the draft initial assessment, let the NCP know that they were willing to accept its good offices. In particular, the Complainant asked if the NCP would have considered a co-mediation method, as it was quite common in international mediation.
50. By letter prot no. 274523 of 14 September 2022, after having requested and obtained an extension to decide, the Company accepted the good offices, dictating, at the same time, some conditions (designation of two mediators, as per the co-mediation method; separate dialogue of each of the parties with the mediator, through separate meetings; strict confidentiality; agreement on the scope of negotiation).
51. By letter prot. no. 316584 of 21 October 2022, the NCP informed the Parties that they both had accepted the good offices, and that it undertook to submit to the Parties a proposal, including the ToR for signature, as soon as possible.
52. In the same letter, the NCP clarified that its procedures do not envisage for co-mediation and that, therefore, it would not use that methodology. The same conclusion was reiterated to the US NCP which, in an exchange of e-mails, had invited the NCP to reconsider the decision with a little flexibility, since, for both Parties, co-mediation could represent the preferred methodology (7-15 November 2022).
53. By letter prot. n. 134924 of 5 April 2023 the NCP sent the parties the Terms of Reference of the Conciliation for their signature. The Complainants returned the ToR signed by 18

⁹ Source ILO website “Conventions not ratified by the US”: Up-to-date Conventions not ratified by United States of America (ilo.org).

¹⁰ See, e.g., *NAACP v. Alabama ex rel. Patterson*, 357 U.S. 449, 461, 463 (1958); *Bates v. City of Little Rock*, 361 U.S. 516, 522–23 (1960); *Cousins v. Wigoda*, 419 U.S. 477, 487 (1975); *Democratic Party v. Wisconsin*, 450 U.S. 107, 121 (1981).



April 2023. The Company returned the ToR with some proposed amendments. After some negotiations, all the parties signed the new ToR by 14 July 2023.

54. Therefore, the NCP scheduled the introductory meeting for conciliation between the parties in remote mode on 25 July 2023. On that occasion, in the presence of the Conciliator, the NCP proposed the appointment of Professor Enzo Cannizzaro as the Conciliator, given his high professional and academic profile, and the Parties agreed on. The Conciliator was assisted throughout the procedure by the Conciliation team of the Institute for International Legal Studies (ISGI) of the Italian National Research Council (CNR), in the persons of Professors Gemma Andreone, Rachele Cera and Valentina Della Fina. In the same meeting, the Conciliator described the procedure and indicated the object and scope of the Conciliation.
55. The first conciliation meeting was regularly held on 27 and 28 September 2023 in Rome, at the premises of the Institute for International Legal Studies (ISGI) of the Italian National Research Council (CNR). The Conciliation officially started for a period of six month since the 27 September 2023. The agenda included two plenary meetings, at the beginning and at the end of the proceedings, and several separated meetings of the Conciliator and the Conciliation Team with each of the parties.
56. At the end of the meeting, it was clear to the Conciliator and the conciliation team that the position of the parties diverged considerably due, in particular, on the reluctance of the Company to accept the Guidelines as the applicable law, even if not conflicting with US law.
57. Therefore, the Conciliator and the Conciliation team proposed to have separate meetings to fill the gap between the respective positions of the parties.
58. However, the answers of the parties did not bridge the differences. Therefore, on 21 December 2023, the Conciliator, with a view to breaking the stalemate, sent to the parties a document titled "Assessment of the State of the Conciliation and Proposals of the Conciliator". This document substantially restated the OECD principles of industrial relations and recommended to the parties to consider these principles as a guidance for future negotiations.
59. This document prompted different reactions from the parties. The Complainants, while noting that the solutions proposed by the Conciliator diverged from the requests presented in the Specific Instance, accepted the compromise suggested by the Conciliator. The Company, on the other hand, reiterated its initial positions, leaving no room for compromise.
60. On 25 January 2024, the Conciliator informed the parties that, in light of the persisting divergences, no conciliation could be attained, unless the parties put forward new proposals to move on the discussion.
61. On 27 February 2024, the Company requested a separate call with the Conciliator without state reasons. The day after, the Conciliator asked the Company to point out the reasons for this request and, in particular, new proposals to move on the conciliation procedure.



62. As the Conciliator did not receive any answer, and, in spite of all the initiative adopted, no rapprochement between the positions of the Parties had occurred, on 27 March 2024 (expiration date of the six-month period of the Conciliation) the procedure came to an end with no agreement.
63. On 19 April 2024, the Company's representatives sent an e-mail to the NCP raising concerns on the concluded conciliation process. They questioned the Conciliator's understanding of the nuances of U.S. labor law, his ability to find common ground among divergent positions and to appreciate the small steps gradually taken towards compromise. In their opinion, therefore, the Conciliator had too quickly closed the procedure, and had omitted the completion of some further steps, underestimating their importance.
64. On 30 June 2024, the Conciliator submitted his final Report to the NCP. In the Report the Conciliator summarized the main steps of the procedure and the reasons of its failure; the main reason being that the Company's claim – namely to have the US federal and states' law as a sole benchmark for the case, although compliance with the Guidelines and the standards of responsible business conduct could not have entailed a conflict with local laws – had heavily played against a positive outcome of the procedure.
65. For these reasons, the Conciliator made the following recommendations to the Company:
 - a. To consider that there is no conflict between the freedom of association and the principle of non-interference and the rights it invoked under US law; indeed, adherence to a conciliation procedure under the OECD Guidelines entails spirit of cooperation, flexibility and compliance with the Guidelines to the best of one's capacity. As clearly stated in para. 2 of the section Concepts and Principles, "whereas the Guidelines do not aim to replace the domestic law", and whereas the Guidelines "are not intended to place an enterprise in situations where it faces conflicting requirements", "enterprises should seek ways to honour such principles and standards to the fullest extent which does not place them in violation of domestic law".
 - b. In the future, to consider that, while the owners and the management of a Company are entitled by the law to express their opinion, they are not obliged to do so. Rather, they should refrain from expressing their opinion on matters of unionisation, under the principle on non-interference, in order to contribute to a fair and equitable framework for industrial relations, as also pursued by the OECD Guidelines.

Finalization of the Final Statement

66. The NCP sent the draft Final Statement to the NCP Committee for its opinion.
67. The draft Final Statement was sent to the France and US NCPs.
68. The Final Statement was transmitted to the Parties.
69. The NCP adopts this Final Statement and publishes it on its website.



Conclusions

70. The NCP regrets that it has not been possible to resolve the issues raised by applying the Guidelines. The NCP remains convinced that settling the case on the basis of the Guidelines' provisions, rather than by applying the national law, alone, would have ensured a balanced, constructive and long lasting solution. Indeed, the Guidelines themselves refer to principles and standards of international law. Therefore, with a proactive spirit, the NCP recalls the recommendations addressed by the Conciliator to the Company.
71. This Final Statement closes the procedure opened by the submission of the specific instance on the 15 July 2021.
72. The NCP will not follow-up this Final Statement.

Dott. Paolo Casalino
President of the Italian NCP

Dott.ssa Paola Picone
Head of the NCP Secretariat