Jens Jenisch

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22 March 2019

Re: unjustified termination of contractual workers at Holcim Davao plant

Dear Mr. Jenisch

We are writing to you to express our deep opposition by the recent decision of Holcim’s Davao labour-only contractor FortSteel to abruptly lay off 141 workers on 4 March without justification. We also understand that 59 mostly non-union workers were offered an additional two-year contract, however a number of them have rejected the new appointments on the basis that the contracts are illegal.

It is difficult to avoid the conclusion that this is a union-busting attack on the contract workers who were members of DAHEWU-SENTRO, who were actively pushing for an end to the illegitimate long-term hiring of workers on a contractual basis. In doing so this significantly lowers the costs of operating the plant, but leaves workers in a very precarious position – low wages, extremely long hours, no right to the benefits of the collective agreement and deprived of other benefits. It is only after these workers began pursuing these rights that they have been punished so egregiously by Holcim. We also note that the Department of Labor and Employment has previously directed Holcim to absorb all contract workers in its roto-packing and bulk loading sections (which would cover most of the affected workers) however only fifteen workers have been regularized.

We express our deep support with those workers who have been affected by these heinous actions, and wish to impress upon you the responsibility that LafargeHolcim have to ensure that workers’ rights are protected.

Accordingly, we support the workers demands:

1. Stop hiring replacement workers and reinstate all dismissed workers directly to LafargeHolcim, including the payment of full back wages;
2. Recognise the workers’ membership in DAHEWU-SENTRO; and
3. Fairly implement voluntary regularisation by complying with the DAHEWU-SENTRO Collective Bargaining Agreement, specifically Article II(2): “Should the Company engage in job contracting, it should do so only with regards to jobs which are not necessary and desirable to its usual trade or business, in good faith, and without an ill-intent of suppressing the employees’ right to security of tenure and the right to associate.”

We look forward to your swift action to safeguard these workers’ rights.

Yours sincerely,