

GRIEVANCE MACHINERY POLICY

Policy No. LMC 2012-09-001
Revision No. 00

INTRODUCTION

Disagreements are inevitable and that an open conflict resulting from unresolved disagreement will be detrimental to industrial peace and harmony, the parties hereby agree to establish this grievance machinery.

OBJECTIVES

- a. Provides for peaceful resolution of disagreements;
- b. Provides a systematic way to resolve problems through fact finding
- c. Improves the efficiency of the organization
- d. Can improve labor-management relations
- e. Identifies problems in plant operations
- f. Keeps the lines of communication between the parties open
- g. It gives employees an opportunity to voice their concerns
- h. Provides the individual with the ability to appeal a decision and ultimately allows the member to resolve the problem through exhausting his/her rights under the grievance procedure, or possibly by overturning the decision of management through mediation

SCOPE

This Grievance Policy applies to all employees of the Fujitsu Die-Tech Corporation of the Philippines.

DEFINITION

Grievance - any question by either the employer or employee regarding the interpretation company personnel policies or any claim by either party that the other party is in violation of any provision of the company personnel policies.

Grievance Machinery - refers to the system or method of determining and finding the best way to address the specific cause or causes of a grievance.

Arbitration - refers to the mode of settling labor-management disputes by which the parties select a competent, trained and impartial person who shall decide on the merits of the case and whose decision is final, executory and binding.

COVERAGE

The **Grievances** that shall be acted upon by the Grievance Committee are those that are work related or which may give rise to employee dissatisfaction, such as:

- a. Non-implementation of Company Rules & Regulations and other terms and conditions of employment fixed by law including salaries, incentives, working hours, leave benefits, and other related terms and conditions;

- b. Non-implementation of policies, practices and procedures which affect employees from recruitment to promotion, detail, transfer, retirement, termination, and other related issues that affect them;
- c. All other matters giving rise to employee dissatisfaction and discontentment outside of those cases enumerated above.

EXCLUSIONS

- a. Disciplinary cases which shall be resolved pursuant to the Uniform Rules on Administrative Cases;
- b. Sexual Harassment cases as provided for in RA 7877

PROCEDURES

The procedure for seeking right of grievances shall be as follows:

Step 1. Shop Floor level

An employee having grievance shall first present such grievance in writing to his Area Supervisor, who would then record the facts of the problem. The Area Supervisor shall settle the problem within three (3) working days unless the time is extended by mutual agreement. If the employee is not satisfied with the results, he would then proceed to Step 2.

Step 2. Plant level.

The grievance or problem shall be presented to the Department Manager and discussed between the employee-complainant and the Area Supervisor. If no satisfactory solution at this step within seven (7) days, unless by mutual agreement for time extension, then it shall proceed to step 3.

Step 3. Top level.

If the grievance is not settled step 2, then the grievance shall be submitted to the HR or any representative of the Top Management. Grievance or problem shall be discussed between the Area Supervisor, Department Manager, Complainant and HR or any representative from the Top Management. If no satisfactory solution within ten (10) days, then it shall proceed to step 4.

Step 4. Arbitrator level (NCMB).

In the event the grievance is not settled in step 3 and the complainant desires to have the grievance settled by arbitration, then it shall notify the company within five (5) days of its desire to submit the unsettled grievance to voluntary arbitration for final decision.

DECISION

The decision grievance step shall be in writing and the parties thereto furnished a copy thereof. Decision of the voluntary arbitrator shall be final and binding upon the parties, provided, however, that this may be appealed only on those instance allowed in the Labor Code, as amended.

EXPEDITING PROVISION

In all grievances where a majority of the employees of a department, employees from two or more department or sections or the majority of the employees of the company, are affected, the grievance procedure shall commence at step 2.

PERIOD

The voluntary arbitrator shall render his decision within thirty (30) days from the date the dispute, disagreement or controversy is submitted for decision.


REVIEWED & APPROVED BY:



TOMOKI ANDO
Vice President




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Vice President/Treasurer



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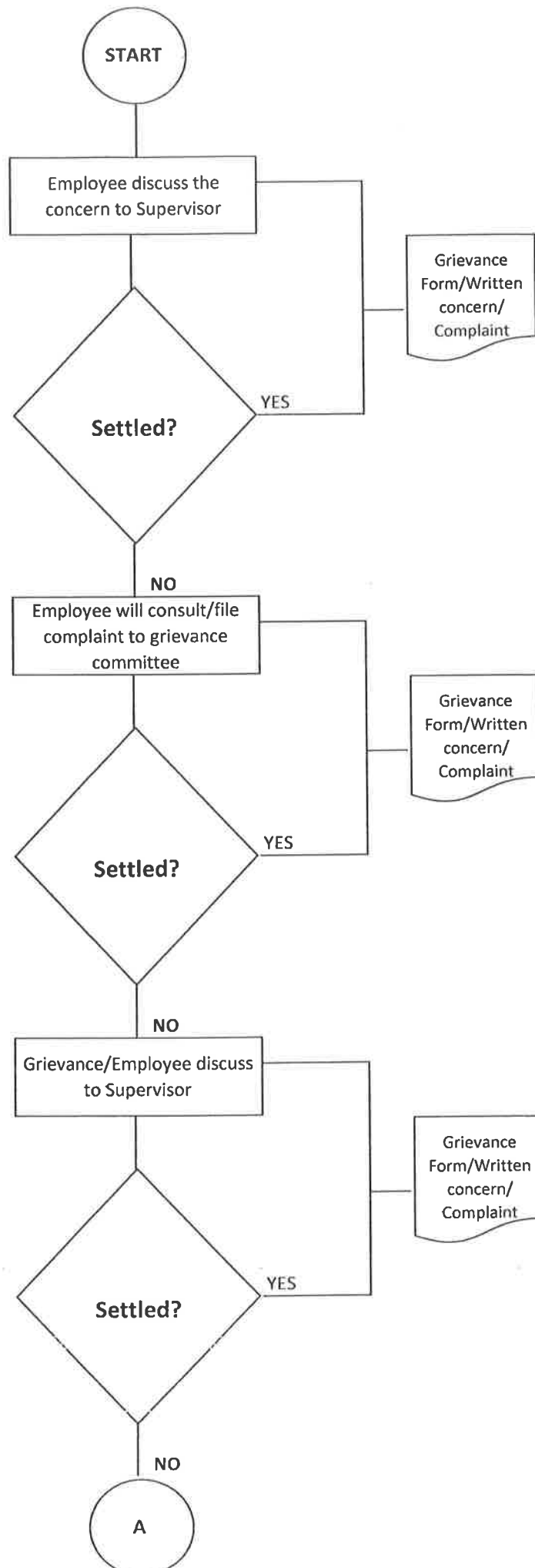


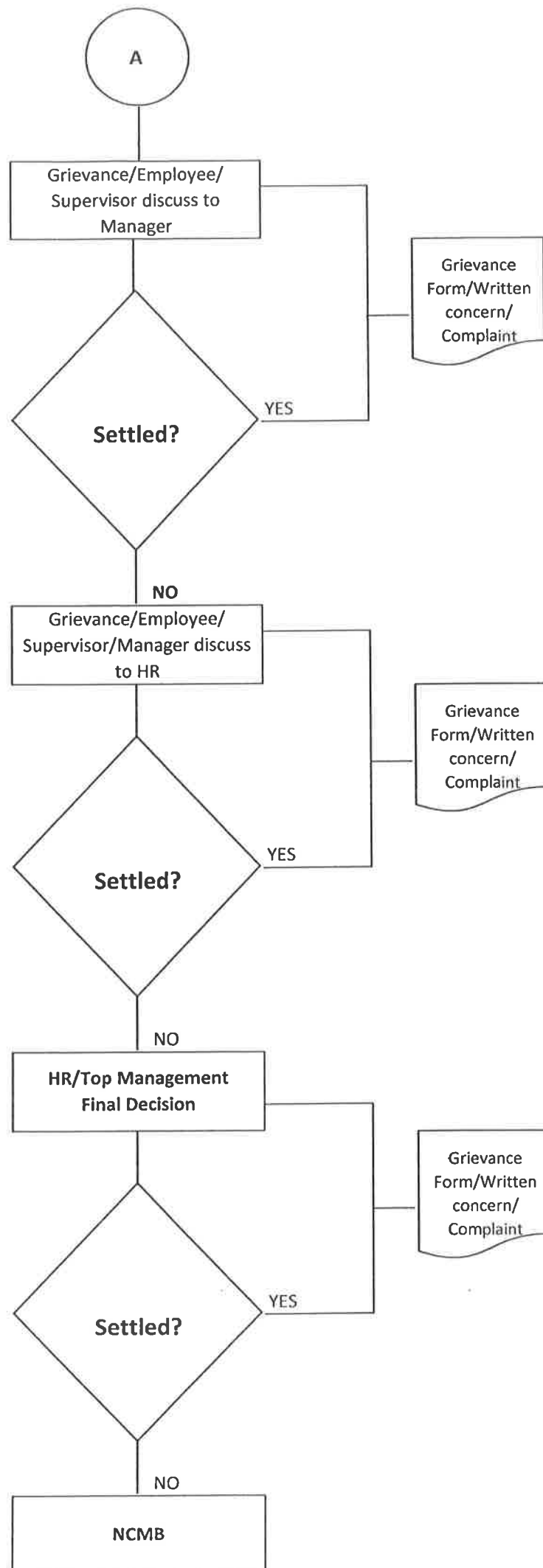
SUNNY RIVERA
LMC Chairman (Labor)



ALFREDO MONTERO
LMC Chairman (Management)

Effective Date of Implementation: 09/01/2012





STEP 2

Date: _____

Response to the filed Grievance (to be accomplished by the Department Manager):

Signature of Department Manager

STEP 3

Date: _____

Response to the filed Grievance (to be accomplished by HR):

Signature of HR

Agreement/s Reached and/or Final Action Taken:

Date: _____

We promise to abide by the above-stated agreement.

Aggrieved Party

Dept. Head/HR/Top Management

Grievance Committee