

- 3.3 The Union and the Committee recognise the right and responsibility of the management of the Company to manage the Company in the best interests of the shareholders and the employees.
- 3.4 The Union recognises the right of the Company to conduct and manage its business and managerial functions, with full regard to its legal obligations. Without detracting from the generality of this clause, the Company shall have the right to recruit, replace, promote, transfer, demote, train, discipline and dismiss employees of the Company, subject to the limitations set out in this Agreement. The Company shall not be restricted by virtue of its past practices.
- 3.5 The Union shall endeavour to ensure that employees who are not members of their union are not pressurised, victimised, or intimidated into membership. In this aspect the employee and employer recognise the concept of freedom of association in that all employees must be free to join the union of their choice or not to join any union without victimisation by the Company.
- 3.6 The Company, the Union and the Committee shall use all means available to them to seek reasonable and mutually satisfactory solutions to grievances and disputes which may arise in terms of the procedures detailed in this Agreement.

4. ACCESS:

- 4.1 Not more than 2 union officials whose names have been provided to and approved by the Company shall enter the employer's premises at any one time.
- 4.2 Access by such union officials to company premises and shop stewards shall be arranged with management at a time and place convenient to both parties.
- 4.3 The Company shall forthwith notify the Union of the management representative who may authorise such access and the place of meeting.
- 4.4 The Union shall forthwith acknowledge receipt of management representative authorised in 4.3 above.
- 4.5 Union officials shall comply with Company security and safety regulations at all times.
- 4.6 Meetings between not more than the 2 union officials and the union shop stewards may be held on the Company's premises outside of normal working hours, i.e. during lunch and tea breaks, subject to prior arrangement with the Company.
- 4.7 The Company as proprietor or lessee of the premises still retains the right to reserve admission.

S.G.T.

2021. 11. 11.

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