

FEDMECH GROUP OF COMPANIES

GRIEVANCE PROCEDURE

1. Purpose and Intent

- 1.1 The purpose of this grievance procedure is to ensure that grievances are considered and resolved as close as possible to the point of origin and as speedily as practical.
- 1.2 The Grievance Procedure shall not be used by an employee for the purpose of either:
 - 1.2.1 Amending any agreement entered into between the Company and the union or employee body; or
 - 1.2.2 Collective bargaining.
- 1.3 The Company and the employee, or group of employees lodging the grievance may agree to waive the stages and time limits stated in the Grievance Procedure so that the grievance may be resolved more quickly.
- 1.4 Employees and employee representatives will not suffer prejudice as a consequence of lodging the grievance.
- 1.5 An employee and his employee representative shall not incur a loss of wages in respect of time spent at meetings arranged to resolve a grievance in terms of this Grievance Procedure.
- 1.6 A grievance should be raised by an employee within three days of the occurrence which gave rise to it or within such longer period as the Company may consider reasonable.

2. Definitions

- 2.1 "act" means the Labour Relations Act, No. 28 of 1956, as amended.
- 2.2 "day" means any day excluding Saturdays, Sundays, all public holidays and any days during a company shut down period.
- 2.3 "employee representative" means a shop steward, Works Committee member, Employees' Association member or employee chosen by another employee to represent him in terms of this Grievance Procedure.
- 2.4 "grievance" means a work related problem or a feeling of dissatisfaction on the part of an employee concerning an aspect of his employment.
- 2.5 "designated manager" means a manager appointed by the Company to deal with personnel matters in the absence of a Personnel Manager/Officer.