

## **SITE SPECIFIC AGREEMENT (KUSILE / MEDUPI)**

**EMPLOYERS ORGANISATIONS (CEA (SA) and SAFCEC)**

on behalf of the Contractors

and

**Building Construction and Allied Workers Union  
(BCAWU)**

**Chemical, Energy, Paper, Printing and Wood Allied Workers Union  
(CEPPWAWU)**

**Metal Electrical Workers Union of South Africa  
(MEWUSA)**

**Solidarity  
(Solidarity)**

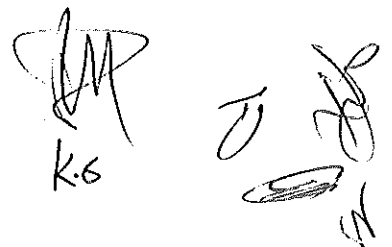
**National Union of Metal Workers of South Africa  
(NUMSA)**

**National Union of Mine Workers  
(NUM)**

**South African Equity Workers Association  
(SAEWA)**

**UASA – the Union  
(UASA)**

Hereinafter referred to as "the Parties"

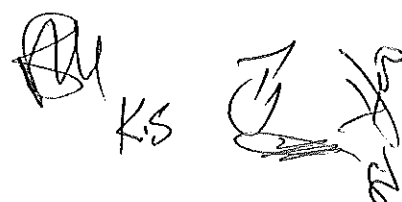
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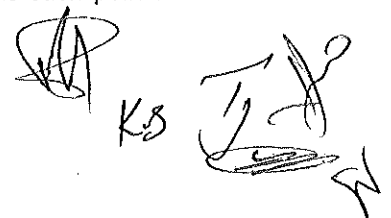
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# Chapter 1: Introduction

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## 1. GENERAL PRINCIPLES

- 1.1 Further to the conclusion of the Partnership Agreement, the Parties have decided to enter into this collective agreement in terms of the LRA whereby the Contractors will afford certain Organisational Rights to the Trade Unions, to the extent that the Trade Unions have Sufficient Representation, and for purposes of regulating collective bargaining between the Parties. *trade unions that are parties to the bargaining council*
- 1.2 The Parties enter into this Agreement to facilitate co-operative Employee relations between the Contractors and their Employees on the Site and to give effect to the Parties' rights and obligations in terms of the LRA, the Partnership Agreement (PA) and this Site Specific Agreement (SSA) and Industry Agreements.
- 1.3 The Parties are bound by the terms of this Agreement and shall endeavour to ensure that the provisions of this Agreement, Industry Agreements and all other agreements between the Parties are observed at all times.
- 1.4 The Parties agree that sound and fair management and Employee relations are essential to the promotion of goodwill and the economic wellbeing of the Employees of the Contractors and agree that constructive engagement, negotiations, consultations and problem solving are the agreed methods of conducting successful Employee relations.
- 1.5 The Trade Unions acknowledge their responsibility to ensure that all agreements between the Parties are understood by Trade Union Members and by Trade Union Officials, and the Contractors acknowledge their responsibility to ensure that the provisions of all such agreements are understood by Management, supervisors and employees.
- 1.6 The Parties shall endeavour in good faith to actively seek reasonable and satisfactory solutions to any dispute which may arise between them, and shall undertake to process all disputes in accordance with the procedures referred to in this Agreement, the Partnership Agreement and the Labour Relations Act (LRA). The Parties shall consult each other where they anticipate that such a dispute may arise, in order to prevent any form of unlawful and unprotected Industrial Action which could disrupt the Contractors' activities or operations or the productivity on the Site and/or which could adversely affect Employees' income.
- 1.7 The Trade Unions recognise that the Contractors have, and shall continue to have, the right to conduct their businesses and managerial functions in accordance with their contractual obligations and their policies and strategies as long as such policies and

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strategies are not in contravention of this Agreement, PA or the LRA, and the Contractors recognise the Trade Unions' right to represent the interests of Trade Union Members in accordance with this Agreement and the LRA.

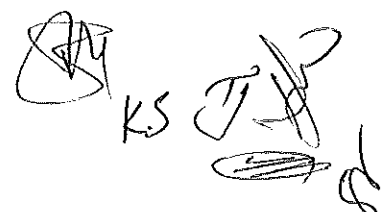
- 1.8 The Parties agree that it is their intention to prevent, as far as is reasonably possible, Industrial Action in contravention of the LRA, the PA and/or of this Agreement on the part of both the Contractors and the Trade Unions and their Trade Union Members and to seek to find alternatives to such Industrial Action. The Unions agree to actively discourage their Trade Union Members from engaging in unlawful and unprotected Strikes or Industrial Action and/or Strikes or Industrial Action that are not supported or sanctioned by the Trade Unions.
- 1.9 The Parties recognise that the CMF shall at all times be authorised to represent and act as the agent of the Contractors and that Trade Union Officials and/or Shop Stewards shall at all times be authorised to represent and act as agent of the Trade Union Members for any purpose contemplated in terms of this Agreement and the PA.
- 1.10 The Parties agree that the relationship between them shall be one of mutual respect and that consultations and/or negotiations between them shall be conducted in good faith in a cordial, polite, respectful, non-inflammatory and non-injurious manner at all times.

## 2. SCOPE

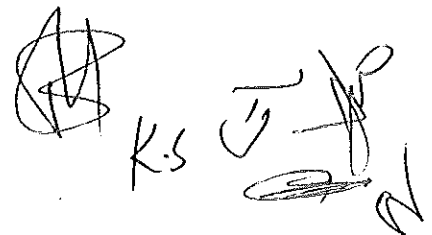
- 2.1. This Agreement is a collective agreement, as envisaged by the LRA, for purposes of addressing Organisational Rights and collective bargaining, and regulating terms and conditions of employment on Site, and binds each Party to this Agreement, the Trade Union Members who are Employees and who are working on the Site in connection with the Project as well as Employees who are not Trade Union Members.
- 2.2. This Agreement shall not apply to any Employee of a Contractor who will perform work on the Site for a period of less than one calendar month or to any Service Contractor and their Employees as defined in clause 3.2.53 below. irrelevant clause quoted below

## 3. INTERPRETATION AND DEFINITIONS

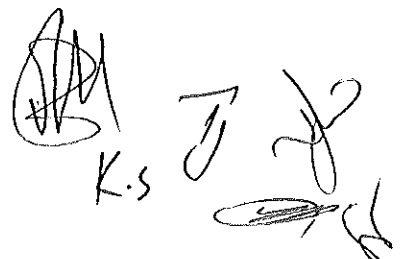
- 3.1. The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the determinations of nor modify nor amplify the terms of this Agreement nor any clause hereof. Unless a contrary intention clearly appears words importing -
- 3.1.1 any one gender include the other gender;



- 3.1.2 the singular include the plural and *vice versa*; and
- 3.1.3 natural persons include created entities (corporate or unincorporated) and the state and *vice versa*;
- 3.2 The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely –
- 3.2.1 “Access” shall mean the right of accredited Trade Union Officials to visit the Site and to consult with Trade Union Members subject to the provisions of this Agreement;
- 3.2.2 “Act” shall mean the Labour Relations Act 66 of 1995, as amended from time to time;
- 3.2.3 “Agreement” shall mean this Site Specific Agreement in respect of, including any Annexures to it and as it may be amended in writing from time to time;
- 3.2.4 “Bargaining Unit” shall mean all Employees of the Contractors falling within the categories of the respective industries scheduled structures, and relevant Industry Agreements.
- 3.2.5 “BCAWU” shall mean the Building Construction and Allied Workers Union, a Trade Union registered in accordance with the provisions of the LRA and as constituted in terms of its constitution lodged with the Registrar of Labour Relations in terms of the LRA;
- 3.2.6 “BCEI” shall mean the Bargaining Council for the Civil Engineering Industry;
- 3.2.7 “Calculation of Leave” shall mean the calculation of leave according to Industry agreements at the employee's normal rate of pay prior to leave being taken excluding of overtime, Saturday work and Public Holidays.
- 3.2.8 “Calculation of Bonus (Leave enhancement)” shall mean the calculation of bonus (leave enhancement) at the normal rate of pay in terms of Industry Agreements but excluding overtime, Saturday work and Public Holidays.
- 3.2.9 “Case Management Officer” means the CDR representative on site.
- 3.2.10 “CCMA” shall mean the Commission for Conciliation, Mediation and Arbitration;
- 3.2.11 “CEPPWAWU” shall mean the Chemical, Energy, Paper, Printing and Wood Allied Workers Union, a Trade Union registered in accordance with the provisions of the LRA and as constituted in terms of its constitution lodged with the Registrar of Labour Relations in terms of the LRA.
- 3.2.12 “CIRC” shall mean the Contractors Industrial Relations Co-ordinator appointed by the CMF;

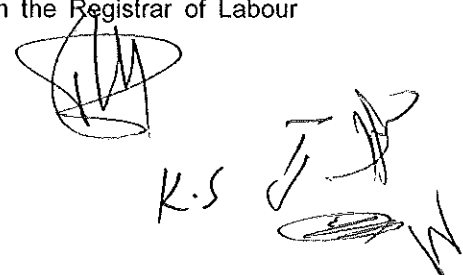


- 3.2.13 **"CMF"** means the Contractors Management Forum.
- 3.2.14 **"Collective Bargaining Sub-Committee"** means the forum established in terms of a Leadership Partnership Forum policy at which a specified set of issues are bargained at Site;
- 3.2.15 **"Constitution"** shall mean the constitution of the Trade Union as amended from time to time;
- 3.2.16 **"Contractor"** or **"Contractors"** shall mean the contractors performing construction and related work at the Site and that employ Employees as defined in 3.2.21 below;
- 3.2.17 **"De-recognise"** shall mean the de-recognition of a Trade Union in terms of clause 11.3.9 of the Partnership Agreement.
- 3.2.18 **"Disciplinary Code and Procedure"** shall mean the disciplinary code and procedure issued in terms of Chapter 7 clause 2 of this Agreement;
- 3.2.19 **"Dispute of Interest"** means any dispute relating to a new right or advantage, financial or otherwise, that a contractor or Employee (or Trade Union on behalf of any Employee) may seek, which right or advantage is not already in existence.;
- 3.2.20 **"Dispute of Right"** means any dispute between Contractors and Employees which is ad judicable, or subject to arbitration in terms of the LRA, or in respect of which a determination may be made.;
- 3.2.21 **"Employee"** or **"Employees"** shall mean any person in the Bargaining Unit defined in clause 3.2.4 above and employed by the Contractor in any of the Sites and who ordinarily works on Site. For the purpose of this agreement Employee excludes all Employees in the employment of Eskom.
- 3.2.22 **"Employers' Organisations"** shall mean SAFCEC and CEA (SA);
- 3.2.23 **"Eskom"** shall mean Eskom Holdings Limited;
- 3.2.24 **"Eskom Project Management Team (EPMT)"** means the team appointed by Eskom as its agent for each of the sites from time to time whose responsibilities may include engineering, procurement and construction management;
- 3.2.25 **"Eskom Site Project Director"** means the senior designated Eskom manager on Site.



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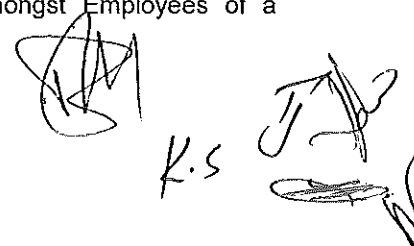
- 3.2.26 **"Full Time Health and Safety Representative"** is a Full Time Health and Safety Representative who is elected by the Trade Unions to support health and safety work practices on Site as per **Annexure "P"**.
- 3.2.27 **"Full Time Shop Steward Co-ordinator"** is a Full Time Shop Steward who is appointed as a shop stewards co-ordinator per Trade Union and who is an Employee of Contractor and/or appointed as per the Trade Unions constitution.
- 3.2.28 **"Full Time Shop Steward"** is a full time Employee of a contractor on site and /or appointed as per the Unions Constitution and the Organisational Rights policy;
- 3.2.29 **"Kusile"** means the Kusile power station Project situated in the province of Mpumalanga on the eMalahleni Municipal district;
- 3.2.30 **"Industrial Action"** shall mean a Lock-out or Strike as defined in the LRA (Section 213);
- 3.2.31 **"Industry Agreements"** shall mean the Industry Agreements as up dated from time to time and Substantive Agreements hereto for the BCCEI and the Main Agreement of MEIBC respectively that regulates terms and conditions of employment of Employees;
- 3.2.32 **"Industry Wage Rates"** mean the entry rates negotiated at National level between the Employers Organisations and Relevant Trade Unions.
- 3.2.33 **"Local Employees"** means; Employees who have registered their home address in their employment contracts as being from the magisterial districts of either Bronkhorstspuit, Ogies (Phola), Delmas, Wilge for Kusile and the Municipal districts of Lephalale for Medupi;
- 3.2.34 **"Lock-out"** shall mean a lock-out as defined in the LRA (Section 213);
- 3.2.35 **"Management"** shall mean the person(s) designated by each of the Contractors from time to time to represent that Contractor in dealings with the Trade Unions;
- 3.2.36 **"Medupi"** means the Medupi power station Project situated in the province of Limpopo in the Lephalale Municipal district;
- 3.2.37 **"MEIBC"** shall mean the Metal and Engineering Industries Bargaining Council;
- 3.2.38 **"MEWUSA"** shall mean the Metal Electrical Workers Union of South Africa, a Trade Union registered in accordance with the provisions of the LRA and as constituted in terms of its constitution lodged with the Registrar of Labour Relations in terms of the LRA;

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- 3.2.39 **"Negotiating Forum"** means the forum where senior representatives or delegated representatives of the Parties develop and recommend policies to the Leadership Partnership Forum for its consideration;
- 3.2.40 **"NUM"** shall mean the National Union of Mineworkers, a Trade Union registered in accordance with the provisions of the LRA and as constituted in terms of its constitution lodged with the Registrar of Labour Relations in terms of the LRA;
- 3.2.41 **"NUMSA"** shall mean the National Union of Metal Workers of South Africa, a Trade Union registered in accordance with the provisions of the LRA and as constituted in terms of its constitution lodged with the Registrar of Labour Relations in terms of the LRA;
- 3.2.42 **"Organisational Rights"** shall mean the rights provided for in terms of this Agreement and in terms of sections 11 to 16 of the LRA;
- 3.2.43 **"Parties"** shall mean the Employers Organisations, the Contractors that are members of the Employers Organisations and the Trade Unions and "Party" shall mean each of them;
- 3.2.44 **"Partnership Agreement"** shall mean the Medupi and Kusile Partnership Agreement concluded between Eskom, the Contractors and the Trade Unions on [7<sup>th</sup> June 2013].
- 3.2.45 **"Partnership Forums"** means forums that are established at strategic and operational levels within the Site and include:
- 3.2.45.1 **"A Leadership Partnership Forum"** which comprises of the CEO's of Principal Contractors, designated Eskom executives and national and regional Trade Union Leadership and including delegated representatives that make strategic and policy decisions at the highest level for the Site;
- 3.2.45.2 **"Site Partnership Forums"** which comprise of Principal Contractors, Eskom and Trade Union leadership at Kusile and Medupi which are responsible for addressing all issues of a strategic or operational nature impacting on the Project's objectives at Site;
- 3.2.45.3 **"Principal Contractor Partnership Forums"** which comprise the Principal Contractors, their sub-contractors and Trade Unions leadership which are responsible for addressing operational and Employee Relations issues which inhibit the achievement of the partnership objectives at a package level;

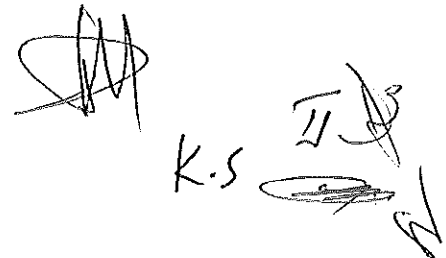
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- 3.2.45.4 **"Contractor Partnership Forum"** which comprises Contractor and Trade Union representatives who are responsible for addressing operational, Employee relations and company specific issues at a Contractor and Sub-Contractor level.
- 3.2.46 **"Policies"** means the instruments approved by the Leadership Partnership Forum which provide policy frame work within the Site and managed;
- 3.2.47 **"Policy Directives"** means directives from Eskom to the Site to implement a directive, particular policy or policies after engagement with the Parties at the Leadership Partnership Forum or Site Partnership Forum as the requirement may be;
- 3.2.48 **"Project"** means the construction of either the Kusile or the Medupi power station.
- 3.2.49 **"Project Employee Relations Manager (PERM)"** means the person appointed by the Eskom Project Management Team to oversee all Employee relations issues on Site;
- 3.2.50 **"Project Wage Rates"** means those standardised rates contained in Partnership Agreement and shall be paid on the Project Sites of Medupi and Kusile only.
- 3.2.51 **"Principal Contractors"** means entities of civil engineering, building, structural, mechanical, electrical instrumentation and piping contractors, joint ventures and contractors who procures Employee(s) conducting construction work and related activities on the Site who hold the primary commercial contracts with Eskom;
- 3.2.52 **"SAEWA"** means the South African Equity Workers Association
- 3.2.53 **"SAFCEC"** shall mean the South African Forum of Civil Engineering Contractors;
- 3.2.54 **"Secondary Strike"** shall mean a secondary strike as defined in the LRA (Section 66);
- 3.2.55 **"Support Service Providers"** mean contractors who provide support services, excluding Support Service Contractors employed full time by Contractors on Site. Support Service Providers will be contained to those Service Providers working on the Site and/or providing a service which is a benefit under the PA and/or SSA. The list of Support Service Providers entitled to receive benefits will be agreed and issued as a policy.
- 3.2.56 **"Shop Steward"** means a member of a Trade Union who is elected to represent members as a shop steward from amongst Employees of a

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Contractor and who is employed on a Site in terms of the relevant Trade Unions constitution.

- 3.2.57 **"Signature Date"** shall mean the date of signature of this Agreement by the Party signing it last in time;
- 3.2.58 **"Site"** shall mean the workplace at either the Kusile or Medupi Site;
- 3.2.59 **"Site Labour Forum (SLF)"** means the Site Labour Forum which creates the opportunity for Shop Stewards to consider issues and prepare for engagement in the Site Partnership Forums;
- 3.2.60 **"Site Specific Agreement (SSA)"** means this collective agreement concluded between the Employer Organisations on behalf of the Contractors and industry Trade Unions in respect of site specific issues in the collective bargaining sub-committee;
- 3.2.61 **"Solidarity"** shall mean Solidarity, a Trade Union registered in accordance with the provisions of the LRA and as constituted in terms of its constitution lodged with the Registrar of Labour Relations in terms of the LRA;
- 3.2.62 **"Stake Holders"** for the purpose of the PA and this SSA means, Eskom, Trade Unions and Contractors;
- 3.2.63 **"Sufficient Representation"** shall mean when a Trade Union that is a Party to this Agreement and a party to the Industry Agreements concluded at the MEIBC and/or the BCCEI has, as its Trade Union Members, at least 500 Employees employed in the Bargaining Unit;
- 3.2.64 **"Termination"** in this context means expiration of a limited duration contract of employment and / or the expiration of a secondment contract.
- 3.2.65 **"Trade Union"** means a Trade Union that is registered in terms of the LRA and signatory to the PA and this Agreement;
- 3.2.66 **"Trade Union Member"** shall mean an Employee of an Contractor who is a member of one of the Trade Unions in terms of that Trade Union's Constitution and whose employer deducts Trade Union subscriptions from his/her remuneration in terms of this Agreement and in terms of section 13 of the LRA.
- 3.2.67 **"Trade Union Official"** shall mean a full-time official of a Trade Union or an office bearer of such a recognised Trade Union in terms of the LRA or the Trade Unions Constitution;
- 3.2.68 **"UASA"** shall mean UASA – The Union, a Trade Union registered in accordance with the provisions of the LRA and as constituted in terms of its

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constitution lodged with the Registrar of Labour Relations in terms of the LRA.

3.2.69 "Working day" means any day including a working Saturday, at applicable overtime rates, but excluding Sundays, Paid Public Holidays and other rest days.

3.2.70 "Working Saturday" means a compulsory working shift at overtime rates. These working Saturdays will be in terms of the Project calendar.

3.2.71 "Working week" means a normal (5) five day working week Monday to Friday.

#### 4. PEACE OBLIGATION

4.1 The Parties shall agree not to sanction, promote or participate in industrial action until such time as the procedures contained or referred to in the Partnership Agreement (PA) and the applicable legislation have been exhausted. **unprotected industrial action**

4.2 The parties agree, that the required processes in terms of grievances and dispute remedies available in terms of policies procedures and applicable collective agreements will be adhered to at all times and will be exhausted prior to any consideration of industrial action (as per the dispute resolution policy and procedure referenced in the Partnership Agreement (PA)).

4.3 The parties agree to, at all times respect the rights and obligations of one another as defined in the Constitution of South Africa.

4.4 Right to Continue Work:

4.4.1 Employees who participate in industrial action shall not interfere with any Employee from the same or other Contractors or other operations who choose to work during industrial action.

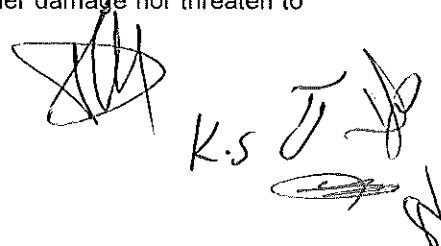
4.5 Protection and Safeguarding of the Workplace Procedure:

4.5.1 The Parties shall not engage in unprotected industrial action until they have observed the protection and safeguarding of the workplace procedures required by law or as is required by Eskom or the Contractor.

4.5.2 The Trade Unions and Shop Stewards support the principle that before Employees engage in protected industrial action, they will ensure that any equipment or materials on which, or with which Employees are working, are left secured in such a way that it does not pose a threat of injury to people or loss or damage to property, equipment or materials.

4.6 Protection of Property

4.6.1 During any industrial action, Employees shall neither damage nor threaten to damage any property.



4.7 Unprotected Industrial Action:

4.7.1 Should any Party promote or participate in industrial action not in compliance with provisions of this Agreement, the LRA, Industry Agreements and the PA, that Parties shall immediately stop such promotion and participation and shall take all necessary steps to persuade its constituents to cease such action and to comply with their conditions of employment. The Parties shall not engage in industrial action until they have complied with the Protection and Safeguarding of the work place procedure as required by the SPF and EPMT.

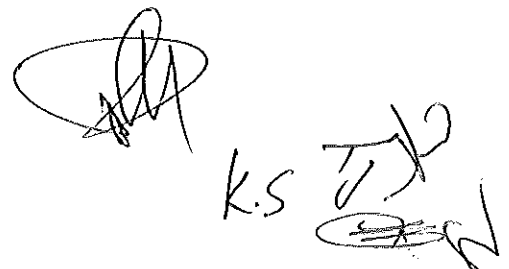
4.7.2 In the event of unprotected industrial action occurring, the Parties shall take all necessary steps to bring such action to an end.

4.8 Cooling Off Period:

4.8.1 The Contractor affected will allow the Trade Unions 4 hours' time to resolve the issue. Should the dispute not be resolved within the above time period the Contractor shall be entitled to issue an ultimatum and take appropriate action.

4.8.2 All forms of industrial action will be treated as "No Work-No Pay".

4.9 Where employees attempt to disrupt the site through sit-downs, sit-ins, go-slows, or rolling action the EPMT shall have the right to remove these individuals from site.

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## Chapter 2:


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### 1. APPLICATION

- 1.1 This Agreement applies to all Contractors and their Employees that fall within the Bargaining Unit mentioned in Chapter 1, Clause 3.2.4 above and Employees of Temporary Employment Services contracted to them, Trade Unions and their members as well as Employees who are not members of any Trade Unions for the duration of the construction and commissioning phase of the Project.
- 1.2 Any other registered Trade Union which is party to a respective bargaining council / s within the construction industry may become party to this Agreement on signing this Agreement.
- 1.3 Expatriates and those Employees who do not fall within the Bargaining Unit are excluded from the provisions of this Agreement. Expatriates who are scheduled workers will be covered by their individual contracts of employment and the provisions of this Agreement.

### 2. DURATION

- 2.1 This Agreement shall come into operation on the date of execution hereof and shall remain in effect for the duration of the construction and commissioning phase of the Project, which shall mean the period in which all testing and final quality controls shall take place, ensuring that the final product Kusile and Medupi Power Stations are handed over to Eskom..
- 2.2 The Parties agree that any one of the Parties may give 30 days' notice to the other Parties to renegotiate this SSA or parts thereof. Should a Party refuse to negotiate, the principles of the Act shall apply.



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### 3. DISCLOSURE OF INFORMATION

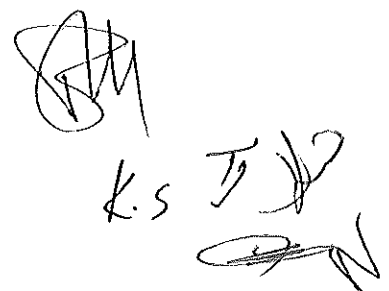
- 3.1. The Contractors undertake to disclose to the Trade Unions all relevant information as may be required by the Trade Unions for purposes of consultations and/or negotiations between the Parties as per Section 16 of the LRA.
- 3.2. The Contractors reserve the right to refuse disclosure of information if the Contractor is of the view that such information is not reasonable and/or relevant to the consultations and/or negotiations between the Parties. In the event of a dispute arising between the Parties relating to the disclosure of information, the parties agree to endeavour to resolve the dispute between them internally where after it may be referred to the relevant authority in terms of the law.

### 4. NON COMPLIANCE

If a Party fails to comply with any provision of this Agreement or any agreement reached in terms of this Agreement, and after attempts by the PERM have failed to resolve the breach, the matter must be dealt with in terms of the Dispute Resolution Procedure contained in the PA.

### 5. INTERPRETATION AND APPLICATION OF DISPUTES

- 5.1. Any dispute concerning the interpretation or application of this Agreement will be the subject matter of a meeting to be held between the Parties within 5 (five) working days of such declaration of the dispute.
- 5.2. The Party declaring such a dispute will notify the other Parties in writing when it declares the dispute and provide the full details of the nature of the dispute and the resolution sought.
- 5.3. The Parties will endeavour to resolve such a dispute at the meeting to be scheduled in terms of clause 5.1.
- 5.4. Failing resolution at the meeting to be convened in terms of clause 5.1 above, the Parties will refer the matter to conciliation in terms of the Dispute Procedure.
- 5.5. In the event that the Parties fail to resolve the dispute through conciliation the dispute will be resolved through the processes agreed to in the Dispute Procedure contained in the Partnership Agreement.
- 5.6. The Parties will be bound by the outcome of the dispute process which will constitute a full and final resolution of the dispute.

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## Chapter 3: Contractor Rights

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### 1. KEY RESPONSIBILITIES AND RIGHTS

In the interest of the Projects all Contractors must give effect to the content of this SSA and the PA (Clause 11.2). This implies amongst others the implementation of correct remuneration in terms of this Agreement, and adherence to applicable Industry Agreements, statutory provisions, substantive agreements, addendums hereto including collective agreements and labour legislation. The Contractors are entitled to satisfactory work performance and acceptable behaviour by all Employees on Site.

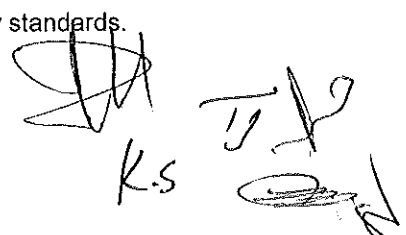
### 2. SECURITY

- 2.1. The Contractors and all Employees on Site will be required to conform and comply with all security procedures determined from time-to-time by the EPMT.
- 2.2. The Contractor is responsible for ensuring that these permits are carried by Employees at all times whilst on Site or in the accommodation provided and that Employees are kept fully aware of the applicable security procedures.
- 2.3. Security checks may be made in respect of any vehicle entering or leaving the Site.

### 3. PRODUCTIVITY

Trade Unions and Eskom commit to jointly with Contractors identify and develop solutions to issues impacting on the achievement of "Productivity" targets and will give effect to the Productivity agreements:

- 3.1 The Parties recognize the strategic importance to the industry and country, particularly the sustainability and creation of jobs, of improving progress at the Kusile and Medupi Projects, in order to complete the Project's work according to schedule. The Parties commit to ensure high levels of production and productivity.
- 3.2 Contractors and Trade Unions jointly commit to identify and develop solutions to issues impacting on the achievement of "Productivity" targets and will give effect to the Productivity agreements in the PA (Clause 12).
- 3.3 Eskom commits to creating a conducive environment that will enable the Contractors and Trade Unions to achieve their productivity targets.
- 3.4 It is the individual Contractors' and their Employees' responsibility to ensure that the productivity targets developed will be aligned to industry standards and practices. The evaluation and measurement will require a detailed analysis of the milestones, key performance targets, measurements, quality and health and safety standards.



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3.5 Contractors will fairly recognize and reward employees for the achievement of project milestones, productivity targets and quality.

3.6 Non achievement of target norms will result in non-payment of productivity incentives.

3.7 Norms (Industry standards) are to be established for key performance parameters

**4. DISCIPLINE**




It is management's right and duty to maintain discipline on Site and to correct conduct and working practices that are not conforming to the disciplinary code in place on Site.

**5. OTHER POLICIES AND PROCEDURES**

Policies and Procedures that are relevant to Site are captured in Chapter 7 hereof and either refers to the PA and/or LPF policies,

**6. HEALTH AND SAFETY**

A safe site-environment remains a key responsibility of each Contractor and its Employees (Health and Safety procedures and practices that must be adhered to by all parties are dealt with in Chapter 9 or as is required by the Project Health and Safety Standard).

  
K.S.   


## Chapter 4: Trade Union Rights, Responsibilities and Organisational Rights

This implies amongst others the implementation of correct remuneration in terms of this Agreement, and adherence to applicable Industry Agreements, statutory provisions, substantive agreements, addendums hereto including collective agreements and labour legislation. A safe site-environment remains a key responsibility of each Contractor and its Employees. The Contractors are entitled to satisfactory work performance and acceptable behaviour by all Employees on Site and compliance to the PA clause 11.3.

### 1. SECURITY

- 1.1 Trade Unions, Contractors and all Employees on Site will be required to conform and comply with all security procedures determined from time-to-time by the EPMT.
- 1.2 Trade Unions will assist Contractors to ensure that these permits are carried by Employees at all times whilst on Site or in the accommodation provided and that Employees are kept fully aware of the applicable security procedures.
- 1.3 Trade Unions acknowledge that security checks may be made in respect of any vehicle entering or leaving the Site.

### 2. PRODUCTIVITY

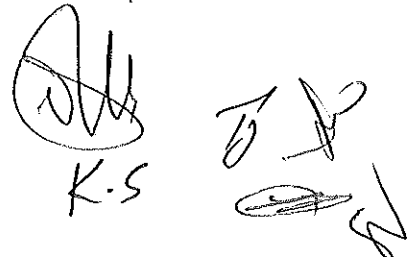
The Contractors and Trade Unions jointly commit to identify and develop solutions to issues impacting the achievement of "Productivity" targets and will give effect to the Productivity clauses contained in the PA (Clause 12) and this SSA (Clause 3, Chapter 3).

### 3. DISCIPLINE

Trade Unions recognise management's right and duty to maintain discipline on Site and to correct conduct and working practices that are not conforming to the disciplinary code in place on Site (Annexure "A").

### 4. OTHER POLICIES AND PROCEDURES

Trade Unions recognise that there are other Policies and procedures that are relevant to Site and are captured in Chapter 7 hereof and either refers to the PA and/or LPF policies and directives,

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## 5. HEALTH AND SAFETY

Trade Unions recognise that a safe site-environment remains a key responsibility of all parties, Health and Safety procedures and practises that must be adhered to which is dealt with in Chapter 9 or Annexures attached hereto or as is required by the Project Health and Safety standard.

## 6. ORGANISATIONAL RIGHTS

### 6.1 Freedom of Association:

The Contractors acknowledge that their Employees have the right to:

- 6.1.1 Participate in the establishment of a Trade Union or federation of Trade Unions;
- 6.1.2 Join a registered Trade Union and to take part in its lawful activities, including the election of Shop Stewards; and
- 6.1.3 Stand for election and be eligible for appointment as a Shop Steward and, if so appointed, to perform such lawful functions as may be required in terms of this Agreement and the LRA.

### 6.2 The Trade Unions acknowledge that the Contractors have the right to:

- 6.2.1 Participate in the establishment of a Employers' organisation;
- 6.2.2 Join a registered Employers organisation and to participate in its lawful activities; and
- 6.2.3 Nominate a representative of the Contractor to stand for election and be eligible to be appointed as an official of a Employers organisation and, if so appointed, to hold office and to perform such lawful functions as may be required in terms of this Agreement and the LRA.

6.3 The Contractors shall not victimise and/or discriminate against an Employee for reasons relating to an Employee's membership and/or participation in the lawful activities of any of the Trade Unions or for reasons relating to an Employee exercising his/her rights in terms of this Agreement and the LRA.

6.4 The Parties agree that for purposes of this Agreement, Trade Union membership shall be determined in accordance with the relevant Trade Union's Constitution.



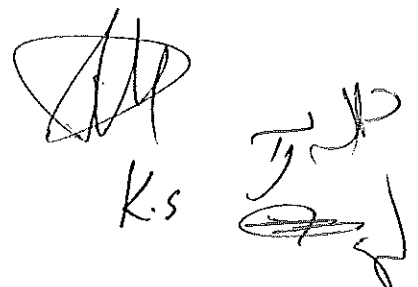
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## 7. RECOGNITION IN RESPECT OF ORGANISATIONAL RIGHTS

- 7.1. Each of the Contractors shall recognize each of the Trade Unions for the specific purpose provided for in this Agreement for as long as each Trade Union has Sufficient Representation as mentioned in Chapter 1 clause 3.2.63 above.
- 7.2. The sole measure of a Trade Union's level of representation at any time for the purposes of this Agreement shall be on the basis of properly completed, signed and valid stop order forms in favour of the Trade Union which have been verified by the Contractors as valid and in terms of which the Contractor is actually deducting Trade Union subscription fees as at the end of the previous month when the payroll is run, subject to the provisions of clauses below.
- 7.3. No new Trade Union, which is not a Party to this Agreement as at the Signature Date, shall be granted any Organisational Rights on terms that are any different to those contained in this Agreement and only in the event that such other Trade Union signs this Agreement and in accordance with Chapter 2 and clause 7.1 above.

## 8. TRADE UNION ACCESS TO THE SITE

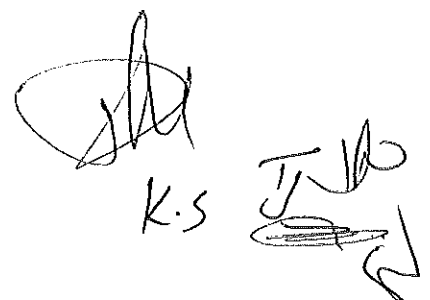
- 8.1. It is agreed that Trade Union Officials from each Trade Union may have access and will be entitled to permanent access cards provided he/she complies with Site access requirements of Eskom. These access cards will be withdrawn if abused. The Trade Union must notify and obtain approval from the CIRC in writing 24hrs prior to him/her visiting the site.
- 8.2. Such visits shall be conducted at Trade Union offices supplied by the EPMT in close proximity to the main gate or EPMT IR offices for these purposes in terms of clause 8.4.1 below, or such other suitable venue designated as the meeting place for the purposes of this Agreement by the Contractors from time to time for the purpose of:
  - 8.2.1. Conducting Trade Union business with Management;
  - 8.2.2. Recruiting new Trade Union Members;
  - 8.2.3. Consulting with Shop Stewards, Full Time Shop Stewards and/or other Trade Union Members;
  - 8.2.4. Attending Trade Union Member meetings;
  - 8.2.5. Voting in any election or ballot contemplated in terms of the Trade Union's Constitution; and
  - 8.2.6. Conducting education and training for Trade Union Officials that are Employees, Shop Stewards and, where appropriate, Trade Union Members.

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- 8.3. Employees, other than Trade Union office bearers or Shop Stewards, engaged in Trade Union business or activities shall not be paid for any time spent on Trade Union business.
- 8.4. Trade Union Officials:
  - 8.4.1 Request for Access shall be directed by the relevant Trade Union to the CIRC who shall liaise with the Contractors regarding the request for Access and obtain the necessary written permission from the Contractors;
  - 8.4.2 Will stipulate the time and purpose of the proposed meeting at the Site in writing and, if approved, will be adhered to by both the Trade Union and the Trade Union Members. Such permission shall not be unreasonably withheld by the Contractors but shall be granted subject to the Contractors' operational and safety / security requirements;
  - 8.4.3 Will comply with the security, health, safety and access policies, procedures and regulations of Eskom and /or applicable at the Site, including the wearing of any necessary safety apparel;
  - 8.4.4 Will engage in orderly and proper conduct and promote both peace and good order during any periods that they are on the Site;
  - 8.4.5 Will not interfere with the normal employment related duties of any Employee;
  - 8.4.6 Will not disrupt the normal operations of any of the Contractors;
  - 8.4.7 Will not at any time gain Access to or attempt to gain Access to the operational areas of the Site and shall at all times limit such Access to the meeting rooms provided in terms of clause 8.5 below for these purposes or such other suitable venue designated as the meeting place for the purposes of this Agreement by the Contractors from time to time;
  - 8.4.8 Will be issued with an access badge which will provide Trade Union Officials permission to enter the Site subject to the provisions of clause 8.3 above and subject to the Trade Union Officials signing a register which contains the relevant indemnities and the rules for Access to the Site.
- 8.5 In the event of an emergency, the parties agree to arrange meetings immediately.
- 8.6 The EPMT shall provide the Trade Unions with 1 (one) meeting room for the purposes of performing Trade Union activities at the Site.
- 8.7 The EPMT shall ensure that in the meeting rooms the Trade Union Officials and/or Shop Stewards are provided with reasonable access to a telephone, fax, email and/or any other facility that may be required to effectively perform Trade Union activities at the Site.
- 8.8 In the event of such access in terms of clause 8.4 above being abused by any Trade Union Officials and/or Shop Stewards, the Contractors will institute the following process:

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- 8.8.1 The Contractor shall notify the applicable Trade Union in writing of the abuse and demand that Trade Union Officials and/or Shop Stewards discontinue the abuse within 7 (seven) days of receipt of the written notification;
- 8.8.2 In the case of Shop Stewards, should the Shop Stewards not comply with the written notification, the relevant Contractor shall be entitled to institute disciplinary proceedings against the Shop Steward;
- 8.8.3 In the case of Trade Union Officials, should the Trade Union Officials not comply with the written notification, the Trade Union shall take disciplinary action against the Trade Union Official in accordance with its Constitution and/or any relevant disciplinary code or regulations;
- 8.9 The Contractors reserve the right to withdraw such access provided in terms of clause 8.4 above in respect of any Trade Union in the event of continued abuse. The Contractor(s) shall notify the Trade Union in writing prior to the withdrawal of such access.
- 8.10 A Trade Union Official shall at all times in dealings with the Contractor, conduct himself/herself in terms of this Agreement and the PA.

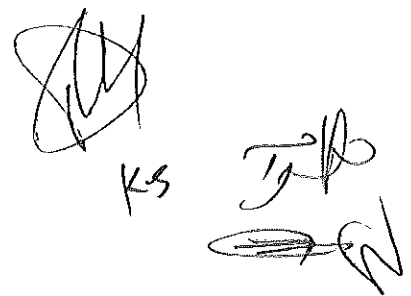
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## Chapter 5: Collective Bargaining

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### 1. NEGOTIATIONS ON SITE SPECIFIC CONDITIONS OF EMPLOYMENT:

- 1.1 Provided that they are Sufficiently Representative, the Trade Unions shall be entitled to participate in the Partnership Forums which are established in terms of the Partnership Agreement for the purposes of negotiating on the site specific issues, policies and conditions of employment which fall within the scope of each partnership forum as provided for in the Partnership Agreement.
- 1.2 Collective bargaining in relation to remuneration and substantive terms and conditions of employment of the Employees within the Bargaining Unit shall only be undertaken at centralised industry level at the MEIBC and/or the BCCEI. The Parties agree that no collective bargaining shall take place at Site level in respect of any terms and conditions of employment that are provided for in terms of the Industry Agreements concluded at the MEIBC and/or the BCCEI.
- 1.3 The Contractors undertake to comply with the provisions of the Industry Agreements and to pay all Employees in the Bargaining Unit not less than the prescribed rates provided for in terms of the Industry Agreements.
- 1.4 The Trade Unions and the Employees shall not seek to negotiate and/or to embark on Industrial Action at Site level in respect of any demand relating to any issue or term and condition of employment that is determined or to be addressed at central, industry level by way of negotiations at the MEIBC and/or the BCCEI.
- 1.5 In the event of the Parties not being able to resolve any issues which they are negotiating at Site level or the partnership forums established in terms of the Partnership Agreement, either Party may declare a deadlock in terms of the dispute procedure provided for in terms of this Agreement and in terms of the Partnership Agreement (PA).

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## Chapter 6: Communication Forums

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- 1 The Partnership Structures on Site (Site Partnership Forum, Principal Contractor Forum and Contractor Forums) shall be held in accordance with the PA (Annexure "H").
- 2 All communication will be dealt with in terms of the Partnership Agreement and the Communication Policy (Annexure "H").
- 3 Feedback meetings will be allowed once per month after the SPF during the last hour of the day on a Wednesday prior to a pay week-end. FTSS must make all necessary arrangement via the CIRC's office who will inform Contractors of the feedback meeting in writing.



K.S



## Chapter 7: Policies and Procedures

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The following policies and procedures relevant to the Sites are listed below and either refers to the Partnership Agreement and LPF policies or policy directives, or is annexed hereto;

### 1. DISCIPLINARY PROCEDURE

The Parties agree that the responsibility and authority for maintaining discipline on Site is vested in the Contractors' management. Any breach by an Employee of his/her terms and conditions of employment and any misconduct shall be dealt with in terms of the standardised procedure as outlined in **Annexure "A"** hereto.

### 2. POOR PERFORMANCE PROCEDURE

The Parties agree that the responsibility and authority for managing poor performance on Site is vested in the Contractors' management. Any poor performance of an Employee will be dealt with in terms of a standardised procedure as outlined in **Annexure "B"** hereto.

### 3. GRIEVANCE PROCEDURE

The Parties agree that it is necessary for Contractors to effectively implement and maintain a Grievance Procedure for the speedy resolution of grievances that may arise. This process affords Employees a channel to raise their grievances as outlined in **Annexure "C"** hereto.

### 4. ABSENTEEISM PROCEDURE

The Parties agree that the responsibility and authority for managing absenteeism on Site is vested in the Contractors' management. Any absenteeism of an Employee will be dealt with in terms of the standardised procedure as outlined in **Annexure "E"** hereto.

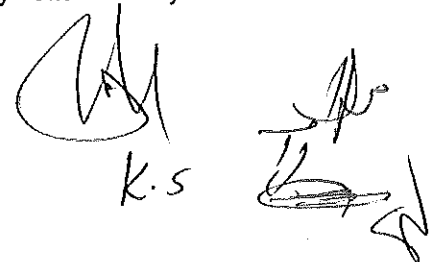
### 5. TOOL POLICY

#### 5.1. Employee Private Tools:

5.1.1. Contractors will provide safe lock-up areas on Site.

5.1.2. Employees must declare all tools brought on to Site in line with the individual Contractor Tool Policy. This policy will be explained to Employees at induction prior to entry onto the site.

5.1.3. The declaration must be verified and signed by Site security and the Employee's supervisor.



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5.1.4. The Employee will accept full responsibility for safe guarding his tools whilst on Site.

5.2. Contractors Tools, Equipment and Property:

Employees issued with tools provided by the Contractor will be responsible for the safe and efficient use of these items and will ensure that the tools are not damaged, abused or lost. In the event of negligent loss or damage, the Contractor may recover from the Employee the replacement value of such items. No Cat 1 or Task Grade 1 Employees are allowed to sign for tools other than basic hand tools i.e. spades or brooms.

## 6. RECRUITMENT AND TERMINATION PROCEDURE

The Parties agree that when an Employee's specific task or job comes to an end such an Employee(s) service will be terminated in terms of the procedures contained in the Recruitment and Termination Procedure **Annexure "F"**.

## 7. POACHING

7.1. Contractors shall not "poach" employees from other Contractors by means of financial inducements (better remuneration), or other incentives, or any other means during the period of the Project, except where:

- 7.1.1. another Contractor has demobilised an employee or made the employee redundant; or
- 7.1.2. the employment of the employee has been terminated for any other reason;
- 7.1.3. or there has been a 5-day lapsed period between employee leaving the employ of the first Contractor and the commencement of work at the second Contractor.

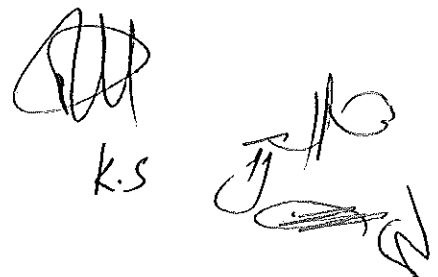
7.1.4. Notice required to be worked will be in terms of the contract of employment

7.2. An employee must present a letter of release from his previous Contractor thereby enabling employment by another Contractor on site.

7.3. In instances of career advancement / promotion such requests will not be unreasonably withheld and will be dealt with in terms of the points above.

## 8. PROCEDURE IN THE EVENT OF THE DEATH OF AN EMPLOYEE

The Parties agree that in the unfortunate situation of a death of an employee, the Employer will follow procedure contained in **Annexure "S"**.



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## 9. INDIVIDUAL DISPUTE RESOLUTION

The Parties agree that individual disputes will be dealt with in terms of the Dispute Resolution Procedure in the PA.


## 10. INDUSTRIAL RELATIONS PROCESSES AND PRACTICES

Communication during industrial action:

- 10.1. The Parties agree that it is imperative that contact be maintained between the Contractors and the Trade Unions during any Industrial Action.
- 10.2. To facilitate such communication, the Trade Unions shall ensure that a Trade Union Official makes himself/herself available to assist the Contractors during the Industrial Action and the Trade Unions will provide the Contractors with a list of such available Trade Union Officials either prior to or simultaneously with giving the Contractors notice of such proposed Industrial Action in terms of this Agreement and the LRA.

## 11. PAYMENT OF WAGES

- 11.1. Payroll Policy and Procedure that governs the payroll and the payment of wages details are reflected in **Annexure "Q"**.

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## Chapter 8: Industry Agreements

The Parties recognise that they are governed by the relevant Industry Agreements and all provisions will apply.

### 1. INDUSTRY AGREEMENTS

#### 1.1 Industry Wage Rates:

1.1.1 Industry Wage rates as is contained in Annexures "L" and "M" are attached hereto and shall be paid on the Site.

1.1.2 Category 1 (MEIP) Employees and Task Grade 1 (Civil Engineering) Employees will commence employment at the relevant industry rates. Industry Wage rates as is contained in Annexures "L" and "M" attached hereto shall be increased as follows:

1.1.2.1 All Employees employed in the Building and Civil Engineering Industry will receive annual increases as per the Civil Engineering BCCEI Conditions of Employment Agreement;

1.1.2.2 All Employees employed in the MEIP Industry will receive annual increases as per the Main Agreement for the MEIBC and SIEFSA.

### 2. STRIKES AND LOCKOUTS

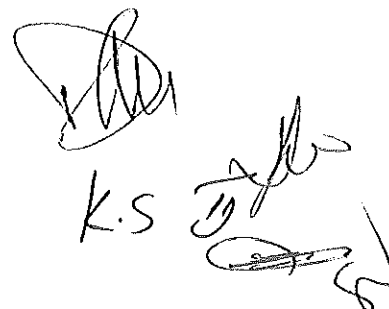
All strikes and lockouts will be dealt with in compliance of the LRA with reference to the industry picketing rules and where relevant the Dispute Resolution Policy in the PA shall apply.

### 3. HOURS OF WORK:

Hours of work will be as per Industry Agreements.

### 4. INCLEMENT WEATHER

The Sectoral Determination for Civil Engineering Industry pertaining to inclement weather shall apply to all Civil Engineering and Building Contractors and for the MEIBC Contractors of the main agreement.



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## 5. LEAVE

- 5.1. Leave benefits will be as per the Industry Agreements. Upon termination, accrued leave will be paid out on a pro-rata basis. The value of accrued leave will be paid out at the time of the annual shutdown or on the date of termination.
- 5.2. The following will also be applied as per Industry Agreements;
  - 5.2.1. Payment of annual bonus or leave enhancement bonus
  - 5.2.2. Sick Leave
  - 5.2.3. Maternity Leave
  - 5.2.4. Family Responsibility Leave

## 6. EXEMPTIONS

All exemption applications must be submitted to the SPF and referred to the relevant Industry Bargaining Councils for approval by the Contractors requesting exemption.



K.S

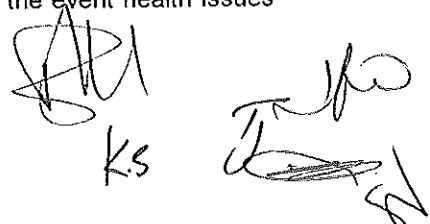


## Chapter 9: Site Specific Issues

This Chapter deals with the issues identified as level 4 issues in the Partnership Agreement being Site Specific Issues.

### 1. MEDICAL QUESTIONNAIRE AND TESTING

- 1.1 The purpose of medical testing is to ensure that no medically unfit person will be allowed on Site. Should an Employee be required to work at height as part of his/her normal duties, the Contractor will ensure that the Employee is able to do so by ensuring that the appropriate medical tests will be performed to ascertain his/her fitness to do so.
- 1.2 No person may be employed on the Site without passing the prescribed entry medical examination. At termination an exit medical examination will be required. All records must be kept for future reference and treated as confidential.
- 1.3 All persons must be medically examined by the Employer's approved medical practitioner prior to commencing work on the Site.
- 1.4 The medical examination is classified as a "red ticket" examination and will comprise amongst others:
  - 1.4.1 a physical examination;
  - 1.4.2 spirometry;
  - 1.4.3 audiometry;
  - 1.4.4 DVS/ Ishara Eye Screening;
  - 1.4.5 cannabis dipstick;
  - 1.4.6 OHMP interpretation
  - 1.4.7 x – Rays as prescribed and as required;
  - 1.4.8 other related medical tests by consultation; and
  - 1.4.9 Other inherent occupational requirement testing
- 1.5 The Employee must deliver a "fit to work" certificate to the Contractor who will keep it on record. The medical details must remain with the employer.
- 1.6 A Medical examination of every Employee will be required annually for the duration of the Site. Where an Employee is off Site, for any reason, for a period of 2 months or longer, that Employee is required to repeat the examination when he/she returns to Site.
- 1.7 If an Employee is discharged by a Contractor and later employed by another Contractor during the course of the Site, the previous employer must conduct an exit medical, and the new contractor must conduct an entry medical examination.
- 1.8 On termination, Employees will be expected to complete a medical questionnaire or have a medical questionnaire completed on their behalf. An exit medical will be required and the costs will be for the Contractor's account. In the event health issues

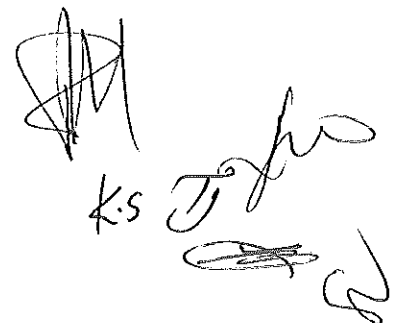
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are detected in the exit medical examination, these will be dealt with in terms of the provisions of the COIDA Act at the individual Contractors level.

- 1.9 Service providers, persons delivering or collecting goods and visitors will not be required to undergo a medical examination, unless otherwise decided by the EPMT.
- 1.10 If a prospective or seconded Employee is not fit to perform the required duties, no employment will be offered, and a seconded or prospective Employee will be returned to his/her home base employer.
- 1.11 If an Employee becomes aware of any change to his/her medical status, the Employee must advise the Contractor immediately.

## 2. INDUCTION PROGRAMS

- 2.1. The EPMT will provide a Project specific induction programme for all persons who will be undertaking work on the Site. This includes persons who will be working on Site full-time or for a short period. The typical duration of such an induction programme will be one day in order to cover all the salient points. This will include a detailed outline and understanding of the industrial relations policies, standards, procedures and important aspects of this Agreement.
- 2.2. The EPMT must approve the content of the induction programme mentioned in this chapter clause 2 and may be present at any given time to assess the standard of presentation and make recommendations for amendments.
- 2.3. All persons visiting the Site will receive an induction programme. A person who has not attended an induction programme will not be permitted to work on or enter the Site.
- 2.4. In addition, the Contractor shall be required to provide Contractor-specific induction program for each of its Employees covering:
  - 2.4.1. Industrial relations,
  - 2.4.2. Occupational health and safety,
  - 2.4.3. Environmental and Site rules and regulations applicable to the area where the Employee will be working.
  - 2.4.4. This induction programme must include an in-depth section on the objectives, key principles and contents of this Agreement (including any amendments hereto).

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- 2.5. The Contractor's Site Manager must require each Employee's written acceptance of the conditions and regulations contained in this Agreement before commencing work on the Site.
- 2.6. If an Employee changes his/her employer during the duration of the Project, the Employee must attend and complete the new employer's specific induction programme before commencing work on Site for the new employer.

### 3. ENTRY TO SITE

Before a person is permitted to undertake any work on Site, that person must;

- 3.1. have completed the medical examination,
- 3.2. be in possession of a contract of employment issued by a Contractor,
- 3.3. have completed the EPMT's induction programme,
- 3.4. have completed the Contractor's induction programme, and;
- 3.5. be in possession of a Site access card issued by the EPMT.

### 4. PROJECT CALENDAR

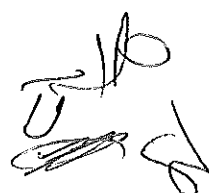
A Project Calendar must be agreed at the relevant SPF (as per Annexure 1 of the PA) that regulates the pay periods for the Site to which all parties will comply. The Project Calendar will deal with issues such as Easter weekends, long weekends, pay weekends, time off, public holidays and annual shut down. The Project Calendar will contain six long weekends including the annual shut down. (see Annexure "O").

### 5. HOURS OF WORK AND OVERTIME

- 5.1. The Site hours of work shall comply with prevailing legislation and Industry Agreements whichever is applicable.
- 5.2. All hours worked in excess of relevant Industry Agreements shall be paid at the applicable overtime rates;
  - 5.2.1. civil contractors work a maximum of 45 normal hours per week
  - 5.2.2. MEIP contractors work a maximum of 40 normal hours per week.
  - 5.2.3. Averaging must comply with relevant Industry Agreements.



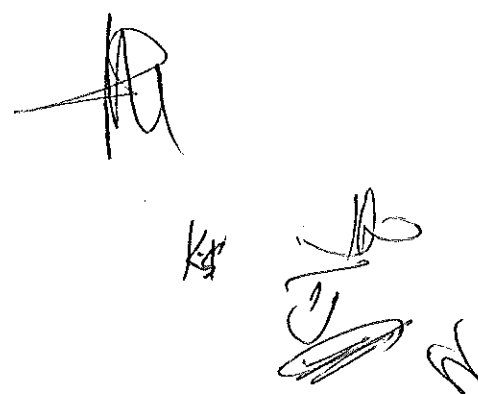
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- 5.3. Where overtime is scheduled to be worked in excess of the Industry Agreements, exemption shall be applied for in terms of the applicable Industry Bargaining Council rules.
- 5.4. Working Saturdays as defined will be regarded to be compulsory overtime work and industry; overtime rates will be paid.
- 5.5. Certain days away from work will be paid according to the applicable Industry Agreements and will include periods such as:
  - 5.5.1. Family Responsibility Leave
  - 5.5.2. Annual Leave
  - 5.5.3. Shop Steward training leave (as per this agreement)
  - 5.5.4. Sick leave
  - 5.5.5. Maternity leave

## 6. LUNCH BREAKS

- 6.1. All Contractors shall grant their Employees a sixty (60) minute lunch break of which thirty minutes are paid and thirty minutes unpaid. The specific time when the lunch break will be taken will be determined by the Contractor.
- 6.2. For specific requirements, alternative work arrangements may be entered into Contractor specific arrangements. These arrangements will be discussed and agreed at the CPF whose discussions will be guided by the following principles:
  - 6.2.1. The arrangement will be Contract Specific.
  - 6.2.2. Agreement for specific requirements and alternative lunch arrangements may be arrange between a specific Contractor and its employees. will be Site condition specific
  - 6.2.3. A similar shift pattern as the example in Annexure "R" will be followed;
  - 6.2.4. The same number of hours per day and per week will be worked;
  - 6.2.5. Alternative hours will be for a specific period of time with renewal options based on the specific requirements
  - 6.2.6. The alternative work arrangement will link back to the individual Contractor's management, the HSE Representatives and Shop Stewards.

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## 7. SHIFT PATTERNS

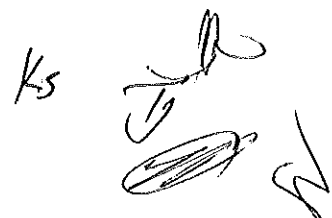
- 7.1. Shifts are worked according to the working pattern depicted below in clause 7.2 and this is to be read in conjunction with the Pay Calendar for the applicable year to ascertain when the 5-week months fall.
- 7.2. Working weeks:
- 7.2.1. There will be a 5 day normal work week (Monday to Friday) as per the relevant industry agreements however agreed compulsory overtime working Saturdays as per the agreed shift patterns will be applicable and will be worked as overtime at overtime rates.
- 7.2.2. Should night shift work be required, this will be agreed after consultations at the individual Contractor reflecting specifically who the night shift will apply to and for what duration. The provisions of the applicable Industry Agreements will be applied to the individuals who work night shift. The PERM and the CIRC will be informed on the implementation of night shift work.

## 8. DAILY TRANSPORT TO AND FROM SITE

- 8.1. Bus or suitable alternative transport will be provided by the Contractor at its cost to transport Employees to and from the Site; as follows:
- 8.1.1. Local Employees will be transported daily from agreed pick-up points to the Site and back. These pick-up points will be agreed at the relevant Site SPF.
- 8.1.2. Seconded Employees will be transported daily from their place of accommodation to the Site and back.
- 8.1.3. Long weekends travelling allowances will be paid to seconded employees as per the LPF directive and in terms of the agreed Site specific calendar.
- 8.2. As a norm, no allowances in lieu of transport will be paid, however, where individual bus contracts cannot be worked out, alternative arrangements will be made by the Contractor.
- 8.3. All transport provided to Employees must comply with the Road Traffic Ordinance and amendments hereto from time to time and requirements in terms of the OHSA and the EPMT requirements.



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## 9. ACCOMMODATION AND MEALS

- 9.1. The EPMT will provide the necessary policy directives to the Contractors for accommodation.
- 9.2. Seconded Employees will be accommodated in a single status single sex accommodation supplied by the EPMT.
- 9.3. Full board and lodging including a daily lunch pack will be supplied to seconded Employees.
- 9.4. A midday meal will be supplied to Local Employees on site for days worked only.
- 9.5. Employees will comply with accommodation safety, security, codes of conduct and rules to be supplied by the EPMT.

## 10. HEALTH AND SAFETY

The following procedures and practices must be implemented and adhered to by the Contractors, and observed by all Employees:

### 10.1. Protective Clothing:

- 10.1.1. All Employees must be issued with protective clothing and equipment required on the Site in line with the requirements of the Occupational Health and Safety Act. Failure to comply with this will render Employees liable to be dealt with in terms of the Disciplinary Code and Procedure attached as Annexure "A" hereto.
- 10.1.2. The Contractor must provide suitable and adequate protective clothing and safety equipment free of charge to all Employees. This includes, but is not limited to;
  - i. An approved safety helmet;
  - ii. Safety glasses where required;
  - iii. Safety boots or Wellington gum-boots with safety toe caps - One set of safety boots at the time of hiring the Employee for the first time and thereafter 1 set every 12 months. LDCs and Local Employees will be issued in terms of the minimum standard set in this agreement and in terms of the requirements set out above. Seconded Employees will be issued in terms of the Contractor or labour agreement that is in place within that company provided that it is not less than the requirements of this SSA;

vi The current practice as is on site should remain

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- iv. Ear plugs;
- v. Reflective safety vests;
- vi. Other items as prescribed in the appropriate legislation;
- vii. Other items such as safety harnesses, gloves and protective glasses must be provided to Employees where the work processes performed require the issue of such equipment.

10.1.3. Safety footwear and safety helmets must be worn at all times by any person entering the Site.

10.1.4. Protective clothing and safety equipment remains the property of the Contractor and must be returned to the Contractor by the Employee upon termination.

10.1.5. No charge may be levied against Employees for safety equipment and protective clothing, except where equipment is lost or damaged as a result of the Employees' direct and proven negligence.

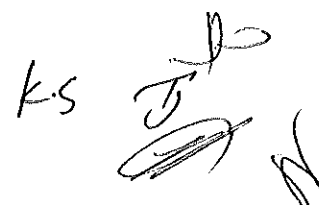
10.2. Medical Station:

A Medical Station will be provided by the EPMT on the Site for the duration of the construction and commissioning phase. The Medical Station will operate on the Site during working hours. Emergency medical facilities will be available on a 24-hour basis. If an Employee requires hospitalisation or further medical or specialist attention or care, the Medical Station will advise the Contractor. The Contractor will arrange for the Employee to be referred to an offsite medical institution accordingly.

10.3. Full Time Health and Safety Representatives will be appointed as per Annexure "P".

## 11. INDUSTRY WAGE SCHEDULES – STANDARDISATION AND PROJECT MINIMUM

The Industry Wage Schedules are attached hereto as Annexure "L" for the Civil Industry and Annexure "M" for Mechanicals. No employee will receive wages relevant to his job title below Industry rates.



## 12. ALLOWANCES AND / OR BONUSES

12.1. The following allowances will be implemented;

12.1.1. Night Shift Allowance as per the Industry Agreements if the shift is worked within any period from 18h00 to 06h00.

12.1.2. Tool Allowance as per Annexure "N".

12.2. The following incentive schemes may be implemented; it "WILL" be implemented "

12.2.1. Safety incentive bonus schemes

12.2.2. Production incentive bonus schemes

12.3. Project Attendance Bonus:

12.3.1. A Project Attendance Bonus will be implemented provided;

- i. the employee is not absent without consent;
- ii. the employee does not embark on any industrial action.

12.3.2. The Project Attendance Bonus will be calculated at 15 hours per month at normal industry rate for CAT1 and TG1-4 and Project rate for Cat 2-5 and TG

5-9; Calculated at 16 hours ,if the industry rate is higher than the project rate then the industry rate will apply i.e cat 2-5 and tg 5-9

12.3.3. The employee will lose 50% of the Project Attendance Bonus for that month if absent without permission for one day (i.e. 7.5 hours for that month). If the employee is absent for a second day he/she will lose the entire bonus for that month (i.e. 15 hours). calculated at 16 hours i.e 8 hours if absent for that month.

12.3.4. The employee will lose his/her accrued Project bonus if he/she participates in will lose the month any unprotected industrial action for the period prior to the action taking place. If the employee embarks on protected industrial action, the employee will not lose his/her accrued bonus, but will not qualify for that month's bonus. Will lose the month

12.3.5. Payments will be made in full as at the industry / Project rate on 30 November, payable yearly with the December pay run (all accrued hours between 1 December and 30 November will be paid).

12.3.6. All employees leaving the Project for any reason will be paid his / her accrued bonus calculated on a pro-rata basis until date of termination.

12.3.7. In addition to the above, employees will qualify for an additional 1 hours Project Attendance Bonus per month with effect from January 2015 with the same conditions to be applied i.e. the quantum only increases from January 2015.

12.3.8. The number of hours will be reviewed every two years in line with the LPF resolution adopted on 5 June 2014.

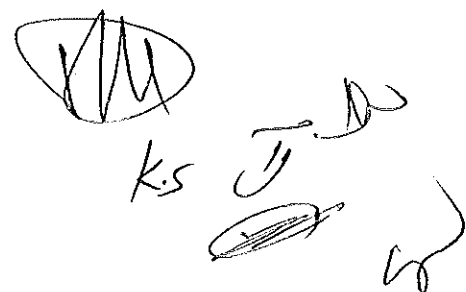
- 12.4. No additional allowances, subsidies or bonuses, other than those contained herein will be considered or paid on the Site. ~~delete this clause~~

### 13. EXPATRIATES

Expatriate recruitment must be in accordance with the relevant policy as governed by the LPF.

### 14. ADDITIONAL MATTERS ARISING

- 14.1. Additional matters arising must be referred to the SPF for policy decisions
- 14.2. The Agenda for the SPF will be agreed between the parties and be in accordance with the Partnership Agreement

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## Chapter 10:

### 1. WHOLE AGREEMENT, NO AMENDMENT


remove " No"

- 1.1. This Agreement constitutes the whole Agreement regarding the Site Specific Agreement as referred to in the Partnership Agreement.
- 1.2. The following shall not be binding unless recorded in a written document signed by the Parties;
  - 1.2.1. Amendments or consensual cancelations to this Agreement
  - 1.2.2. Settlements of any disputes arising under this Agreement
  - 1.2.3. Extensions of time of this Agreement
  - 1.2.4. Any waiver or relaxation of any provisions or terms of this Agreement

### 2. SERVICE OF NOTICES

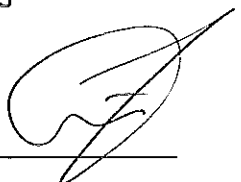
- 2.1. For the purposes of this Agreement, including the giving of all notices and services of legal process, the Parties choose the following addresses as set out below.
- 2.2. A party may at any time change its address by notice, in writing, to the other Parties. The new address must include a physical address at which process can be served. The new address will become effective ten (10) days after notice has been served.
- 2.3. Any notice given in connection with or required by this Agreement shall be in writing and be delivered by hand or sent by prepaid registered post or sent by prepaid telegram or cablegram or facsimile to the contact address of the other Parties.


### 3. CANCELLATION OF PLA'S

The Parties hereby agree that the existing PLA agreements for Kusile and Medupi will become null and void upon all Parties signing this SSA. 

SIGNED AND DATED AT Sundown ON THIS THE 3 DAY OF July 20114

Signed for BCAWU (Name and Capacity):

JOSEPH SANSON 

Ks 

Address (Physical& Postal)

81 MARKET STREET  
Glenland Bank Galleries  
4th Floor Johannesburg

Signed for **CEPPWAWU** (Name and Capacity):

\_\_\_\_\_

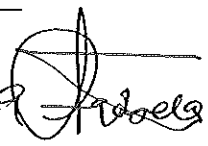
Address (Physical& Postal)

\_\_\_\_\_

\_\_\_\_\_

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Signed for **NUM** (Name and Capacity):

Khutso Sekgobela   
7 Rissik Street

Address (Physical& Postal)

Corner Frederick Street  
Johannesburg  
2000

Signed for **SOLIDARITY** (Name and Capacity):

\_\_\_\_\_

Address (Physical& Postal)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_


Signed for **NUMSA** (Name and Capacity):

\_\_\_\_\_

Address (Physical& Postal)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed for **SAEWA** (Name and Capacity):

  
A. M. VAN NIEKERK  
OFFICIAL

Address (Physical& Postal)

6 CACUET ROAD  
LAMBTON  
GERMISTON  
P.O. Box 874, GERMISTON

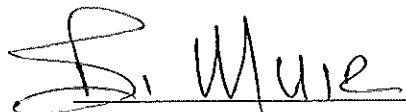
Signed for **MEWUSA** (Name and Capacity):

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\_\_\_\_\_

Address (Physical& Postal)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed for **UASA** (Name and Capacity):

  
S. Muir

Address (Physical& Postal)

42 Goldway  
Street Florida  
Johannesburg

Signed for **CEA (SA)** (Name and Capacity):

Gail Vermeulen - mandated on  
behalf of CEA. (Head of HR in HDSH)

Address (Physical& Postal)

Building 10, Century Club  
Estate, 21 Woodlands Drive,  
Woodmead

Signed for SAFCEC (Name and Capacity):

 \_\_\_\_\_

Address (Physical & Postal)

Constructive House  
12 Skon Benben Rd  
Bedfordview, 2008



K.S



# Annexures

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## ANNEXURE "A" DISCIPLINARY CODE, POLICY AND PROCEDURE

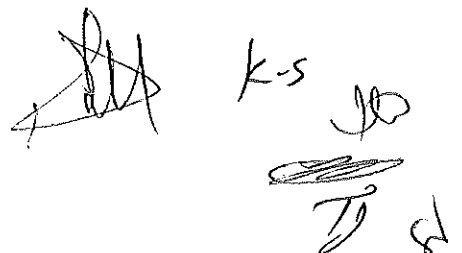
Disciplinary code, policy and procedure and pre-dismissal arbitrations procedure:

### 1. PREAMBLE

- 1.1 All Contractors operating on the Site must have certain rules and regulations to carry out its activities in an orderly and meaningful manner.
- 1.2 It is the duty and prerogative of managers and supervisors to correct conduct and working practices that do not conform to the disciplinary code with which employees are required to comply for the safe and efficient operation of the work on the Site.
- 1.3 The Employees should know what is expected of them and managers and supervisors must be aware of the methods of dealing with alleged indiscipline.
- 1.4 All Foremen, Supervisors and Managers will be trained on this procedure

### 2. POLICY

- 2.1 The guidelines are established to ensure that a common framework exists for disciplinary action to be applied consistently across the Project.
- 2.2 Enforcement of discipline is the Contractor's prerogative and all levels of management must take appropriate disciplinary action when warranted. The intention of this action, subject to serious misconduct which may warrant dismissal, must be preventative and corrective and not punitive. To achieve this aim, the following principles will be observed:
  - 2.2.1 The Contractor will, in the first place attempt to correct an employee's poor work performance and/or misconduct through informal counselling by the supervisor (as laid out in Annexure "B")
  - 2.2.2 Management will apply the formal disciplinary process only when informed that counselling is inappropriate.
  - 2.2.3 Management accepts that no employee will be formally disciplined without a fair hearing and an opportunity to put his/her case.
  - 2.2.4 Clear evidence of a breach of rules and regulations or unsatisfactory performance must be established.
  - 2.2.5 Careful consideration of the circumstances must be given before disciplinary action is taken.

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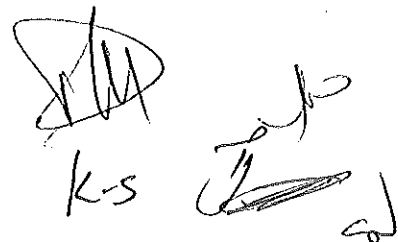
- 2.2.6 Disciplinary action must be prompt and fair.
- 2.2.7 Management must strive wherever possible and with due reference to the circumstances of each individual case to be consistent in taking disciplinary action.
- 2.2.8 The CIRC will monitor consistency across the Project.
- 2.2.9 This policy shall apply to all employees on site – irrespective of whether they fall under the provisions of the SSA or not.

### 3. DISCIPLINARY CODE

- 3.1 The disciplinary code ("the code") establishes a formal framework for disciplinary action. It sets out rules and regulations with which employees are required to comply. The code is based on the following principles:
  - 3.1.1 The right of management to take disciplinary steps against any employee who acts in a manner which conflicts with the interests of the company.
  - 3.1.2 The company recognizes the difference between warning offences and dismissible offences.
  - 3.1.3 The company recognizes the right of the employee to appeal against any disciplinary measure considered unjust or unfair.

### 4. NATURE OF DISCIPLINARY MEASURES

- 4.1 There are five types of disciplinary measures, depending on the circumstances, which may be applied. In order of severity, these are:
  - 4.1.1 Counselling
  - 4.1.2 Verbal warning
  - 4.1.3 Written warning
  - 4.1.4 Final written warning
  - 4.1.5 Dismissal formal enquiry/Arbitration
- 4.2 The time periods relating to the expiry of warnings are as follows:
  - 4.2.1 Verbal warnings: three months
  - 4.2.2 Written warnings: six months
  - 4.2.3 Final written warnings: twelve months
- 4.3 All disciplinary warnings are cumulative. An employee who is already in receipt of a verbal warning for a particular offence and who commits any other offence of a similar nature within the prescribed time period will be subject to the next step in

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the disciplinary procedure, i.e. written warning, final written warning or dismissal, depending on the nature and severity of the second offence.

- 4.4 If during a 12-month period an employee, who is on two final warnings, commits a 3rd offence whether linked to others or not, a hearing must be held. If found guilty, a final written warning for generally unsatisfactory behaviour will be issued. Should there be a further offence during the validity of this warning, then that offence shall be subject to disciplinary action or dismissal at a formal disciplinary enquiry/arbitration.

## 5. THE DISCIPLINARY PROCEDURE

### 5.1 Counselling

Recorded counselling shall take place.

### 5.2 Level One - Verbal Warning

If the immediate supervisor is of the opinion that the behaviour or performance of an employee is unsatisfactory, but does not warrant a written warning, final written warning or dismissal, then a verbal warning may be given. The verbal warning must be noted on the Disciplinary Report Form and Placed in the employee's personal file and a copy given to the employee. This verbal warning shall remain valid for a period of three months from date of issue.

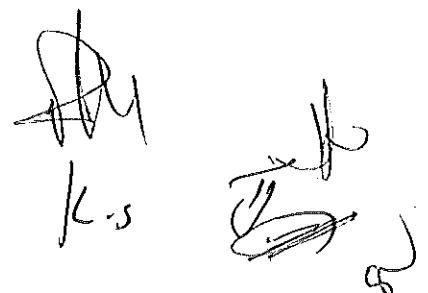
### 5.3 Level Two - Written Warning

- 5.3.1 If subsequent to issuing a verbal warning, the supervisor is still not satisfied with the performance of the employee; or if the employee commits another offence which requires a written warning, the supervisor and he/she immediate superior shall discuss the nature of the transgression, the corrective action and the disciplinary steps with the employee.

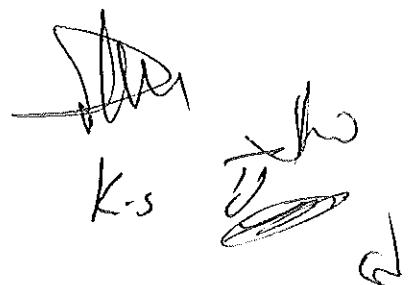
- 5.3.2 The supervisor must then complete the Disciplinary report form and secure the signature of the employee and the employee representative thereon as an acknowledgment of receipt of the written warning, even though the employee may not necessarily agree with the disciplinary action applied. Should the employee refuse to sign the warning, then the supervisor shall merely note the fact thereon.

- 5.3.3 The disciplinary warning should then be placed in the employee's personal file and a copy given to the employee. This written warning shall remain valid for a period of six months from date of issue.

### 5.4 Level Three - Final Written Warning

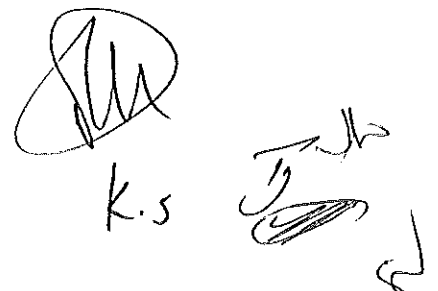
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- 5.4.1 If, subsequent to issuing a written warning, the supervisor is still not satisfied with the performance or behaviour of the employee, or if the employee commits another offence within the prescribed period of six months, or if an employee commits any offence which warrants a final warning, then the same procedure as detailed in level two shall be followed. The final written warning shall remain valid for a period of 12 months from the date of issue.
- 5.4.2 The supervisor shall ensure that the employee and the employee's representative are aware of the fact that, should the employee commit a further offence within the period of twelve months following receipt of the final written warning, then that offence shall be subject to the decision reached at the formal disciplinary enquiry.
- 5.5 Level Four - Appeal Hearing
- 5.5.1 Any employee disciplined in terms of the above procedure may appeal, in writing, to the next level of management, i.e. to the more senior supervisor or manager to the one who implemented the disciplinary action and/or the appeal must be lodged within 5 working days of the date the disciplinary outcome was given.
- 5.5.2 The employee may be represented at the Appeal hearing by a Site / Shop Steward, employee representative or a Trade Union Official.
- 5.6 Level Five - Formal Disciplinary Enquiry/Arbitration
- 5.6.1 If, subsequent to issuing a written warning, the supervisor is still not satisfied with the performance or behaviour of the employee, or the employee commits a further offence within the prescribed period of twelve months, or if an employee commits an offence which could render him/her liable for possible dismissal, then the supervisor shall request a formal disciplinary /arbitration hearing or if the employee agrees to a pre-dismissal Arbitration..
- 5.6.2 The supervisor shall complete the Disciplinary Notification, stating the grounds for a disciplinary-arbitration hearing and report the matter to the HR/IR department
- 5.6.3 Within two clear working days the Case Management Officer shall arrange for the parties concerned to elect an Arbitrator from the agreed panel of arbitrators and to conduct a disciplinary/Arbitration hearing in the presence of the employee, the employee representative, the supervisor and any witness.



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- 5.6.4 The HR/IRM shall ensure that records of the proceedings are kept. The arbitrator shall, within five clear working days of the enquiry, give a decision on the matter. The decision shall be recorded on the disciplinary report and a copy, signed by the parties, shall be made available to the employee and the Site / Shop steward or employee representative.
- 5.7 Employee Representative:
- Any employee disciplined in terms of levels two, three or four or appealing in terms of level four of the disciplinary procedure may nominate any fellow employee or employee representative from his/her place of work (Contractor) to act as a representative during the proceedings. Trade Union officials or full time Shop Stewards will be seen as part of this process.
- 5.8 Pre-Arbitration Procedure:
- 5.8.1 Introduction:
- The purpose of this procedure is to replace the disciplinary enquiry process with a pre-dismissal arbitration in all instances of misconduct and incapacity which may result in the employee's dismissal.
- 5.9 Appointment of an arbitrator:
- 5.9.1 An arbitrator shall be appointed from the panel of arbitrators attached to this agreement as per the PA Dispute Procedure.
- 5.9.2 The employee shall, within five working days, be furnished with the details of the charges against him/her where after, the pre-dismissal arbitration shall be convened where practical within one working day from the time the pre-dismissal arbitration was registered with the relevant Case Management Officer on Site.
- 5.10 Terms of reference and powers:
- 5.10.1 The arbitrator's terms of reference shall be to determine whether there is a fair reason to dismiss the employee.
- 5.10.2 The arbitrator may have regard to any facts which he/she deems relevant to arriving at the correct decision including the facts of the case, the employee's disciplinary record, mitigating and aggravating circumstances and the employer's disciplinary code and procedure.
- 5.10.3 The arbitrator shall also have the powers to decide upon the procedure that will be followed during the hearing with due regard to the minimum of legal formalities necessary to ensure a proper and fair adjudication of the issues.



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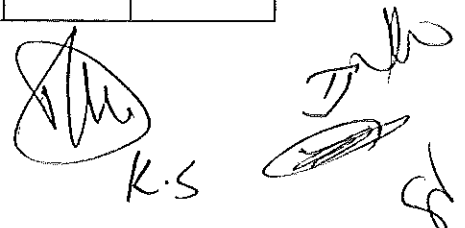
- 5.10.4 After consideration of all relevant facts, the arbitrator must issue an award within 5 days' of the day of the hearing.
- 5.11 Legal/External representation:  
Neither party will be permitted legal or external representation of any nature whatsoever during the arbitration. This does not refer to Trade union and full time officials.
- 5.12 Record:  
The arbitration proceedings must be recorded electronically.
- 5.13 Final and Binding:  
In accordance with section 188A of the Labour Relations Act 66 of 1995, the Arbitrator's decision on guilt and sanction will be final and binding on the parties and the matter shall not be referred to the CCMA or relevant bargaining council for a rehearing. The applicant party and/or responding party retain the right to refer the matter for review to the Labour Court.
- 5.14 Arbitration Costs and Administration:
- 5.14.1 The Case Management Officer shall be responsible for arranging a suitable venue at which the hearing is to be held.
- 5.14.2 During the course of the arbitration proceedings, the parties must furnish the arbitrator with the details of their addresses of service to which the arbitration award is to be sent.
- 5.14.3 The costs of this process shall be seen as part of the dispute Settlement process.
- 5.15 Disciplinary Code:  
This list of offences is not necessarily exhaustive and the penalties quoted must be regarded only as a guideline. Each case will be treated on its merits. The disciplinary action taken may be of lesser (or even greater) severity depending upon, for example, the degree of seriousness of the offences and whether or not it was committed deliberately and aggravating circumstances.

## DISCIPLINARY CODE

Category	Nature of offence	First offence	Second offence	Third offence	Fourth offence
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Time-keeping Offences	Late for work or leaving early without authorization	Verbal warning	Written warning	Final written warning	Dismissal
	Absence from Place of work without authorization reason	Verbal warning	Written warning	Final written warning	Dismissal
	Desertion: Absence from work for five working days without good reason or without notifying a senior manager during the period of absence. A medical certificate must be produced if the absence is for medical reasons.  NOTE: It is the responsibility of every employee to communicate immediately with his/her senior manager during any period of absence.	Dismissal			
	Fraudulent time-keeping, including clocking in using other employee's clock cards and allowing another to clock in using one's clock card	Dismissal			
Work output offences	Sleeping on duty	Written warning	Final written warning	Dismissal	
	Unlawful refusal to work	Dismissal			
Quality of work offences	Poor maintenance of vehicles or machines for which employee is responsible	Verbal warning	Written warning	Final written warning	Dismissal
	Wastage of materials	Verbal warning	Written warning	Final written warning	Dismissal



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	Damage to equipment or materials	Written warning	Final written warning	Dismissal	
	Injury to another through negligence or horseplay	Final written warning	Dismissal		
Social offences	Under the influence of alcohol or drugs at work	Dismissal			
	Unauthorized consumption of alcohol and/or the administration or possession of drugs for non-medical purposes on site premises	Dismissal			
	Serious Safety Breach	Final written warning	Dismissal		
	Failing to adhere to client fatal protocols	Final written warning	Dismissal		
	Causing serious injury to fellow workers	Final written warning	Dismissal		
	Assault	Dismissal			
	Threat of Assault	Final written warning	Dismissal		
	Possession of dangerous weapons at work or on site premises	Dismissal			
	Intimidation or incitement to violence	Dismissal			


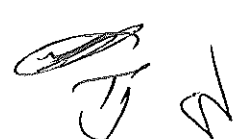
K.S

	Harassment (Sexual or Bullying)	Dismissal			
	Committing unsanitary acts, such as urinating on site	Final Written Warning	Dismissal		
Attitudinal offences	Breach of employee's duty of good faith	Dismissal			
	Failure to carry out a reasonable and lawful instruction	Final written warning	Dismissal		
	Failure to observe site, security and security card transgressions	Final written warning	Dismissal		
	Use of abusive and/or derogatory and/or offensive language and signs	Written warning	Final written warning	Dismissal	
	Gross insubordination, serious disrespect, impudence and insolence	Dismissal			
	Gross negligence	Dismissal			
Other offences	Wilful damage to materials, equipment, possessions or property	Dismissal			
	Theft	Dismissal			
	Unlawful possession of Contractor property	Dismissal			
	Driving company vehicles or operation machinery without authority	Final written warning	Dismissal		
	Disclosure of confidential	Dismissal			

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	information				
	Fraud and dishonesty	Dismissal			
	Deliberately supplying incorrect or falsified information	Dismissal			
	Unauthorised use of telecommunication equipment or breach of RICA policy	Final written warning	Dismissal		
	An act or omission which for any other reason in law is sufficient ground for Dismissal	Dismissal			

NOTE: This list is a guideline and is by no means exhaustive.

  
 k.s. 

## RECORD OF COUNSELING

Site/Department:	
Immediate Manager:	Date:
Employee:	Employee Number:
Date of Offence:	Time of Offence:
Place of Offence:	
Nature of Offence:	
Previous Counselling or Disciplinary Action Taken:	
Counselling Action Taken (including corrective action, improvement plans & review dates):	
Consequences of a re-occurrence:	
Signature of Immediate Manager:	

NOTE: One copy to be given to employee & one copy placed in Personal File

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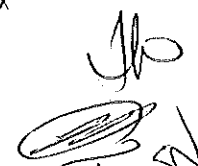
## RECORD OF VERBAL WARNING

Site/Department:	
Immediate Manager:	Date:
Employee:	Employee Number:
Date of Offence:	Time of Offence:
Place of Offence:	
Nature of Offence:	
Previous Counselling or Disciplinary Action Taken:	
Disciplinary Action Taken (including corrective action, improvement plans & review dates):	
Consequences of a re-occurrence:	
Signature of Immediate Manager:	

NOTE 1: Validity: Verbal Warnings 3 Months

2: One copy to be given to employee &amp; one copy Placed in Personal File

  
K-S

  
Jho

**WRITTEN WARNING**

<b>Site/Department:</b>	
<b>Immediate Manager:</b>	<b>Date:</b>
<b>Employee:</b>	<b>Employee Number:</b>
<b>Date of Offence:</b>	<b>Time of Offence:</b>
<b>Place of Offence:</b>	
<b>Nature of Offence:</b>	
<b>Previous Counselling or Disciplinary Action Taken:</b>	
<b>Disciplinary Action Taken (including corrective action, improvement plans &amp; review dates):</b>	
<b>Consequences of a re-occurrence:</b>	
<b>Signature of Employee:</b>	<b>Signature &amp; Name of Management Representative:</b>
<b>Signature of Representative:</b>	

**NOTE 1:** Validity: Written Warning 6 Months

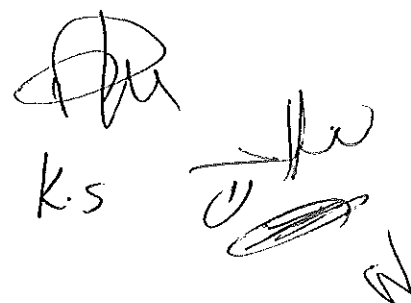
- 2: The signature of the employee signifies that the employee was present when the warning was discussed and has received the notice of disciplinary action, whether or not the employee agrees with the action.

**FINAL WRITTEN WARNING**

<b>Site/Department:</b>	
<b>Immediate Manager:</b>	<b>Date:</b>
<b>Employee:</b>	<b>Employee Number:</b>
<b>Date of Offence:</b>	<b>Time of Offence:</b>
<b>Place of Offence:</b>	
<b>Nature of Offence:</b>	
<b>Previous Counselling or Disciplinary Action Taken:</b>	
<b>Disciplinary Action Taken (including corrective action, improvement plans &amp; review dates):</b>	
<b>Consequences of a re-occurrence:</b>	
<b>Signature of Employee:</b>	<b>Signature &amp; Name of Management Representative</b>
<b>Signature &amp; Name of Representative:</b>	

**NOTE 1:** Validity: Final Written Warning 12 Months

- 2: The signature of the employee signifies that the employee was present when the warning was discussed and has received the notice of disciplinary action, whether or not the employee agrees with the action.



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**FORMAL DISCIPLINARY ENQUIRY NOTIFICATION**

Site/Department:	
Employee:	Immediate Manager:
Senior Manager:	Date:

You are hereby notified that a formal disciplinary enquiry into the offence as detailed hereunder is to be held as follows:

Date of Hearing:	Time of Hearing:
Place where Hearing will be held:	
DETAILS OF OFFENCE	
Date:	Time:
Place:	
Who was Involved:	
What Happened:	
Signature of Senior Manager:	
Signature of Employee:	Handed to Employee On:

**NOTE:** The signature of the employee signifies that the employee has received the notice of disciplinary enquiry whether or not the employee is in agreement with the enquiry.

Please note that your rights at the enquiry are as follows:

- The right to be represented by a fellow employee from the workplace.
- The right to a fair and proper hearing.
- The right to call and cross-examine witnesses.
- The right to appeal against any disciplinary action.
- The right to an interpreter if required.

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## DISCIPLINARY ENQUIRY REPORT

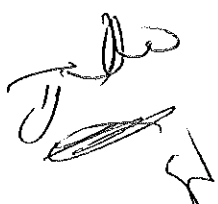
EMPLOYEE'S NAME: _____		EMPLOYEE NO.: _____
JOB TITLE: _____		SITE/DEPARTMENT: _____
DATE & TIME OF DISCIPLINARY HEARING: _____		
NOTIFICATION OF ENQUIRY HANDED TO EMPLOYEE ON: _____		
Details of Offence:		
PRESENT AT ENQUIRY		
NAME:		TITLE:
		Chairman
		Secretary
		Management Representative
		Employee Representative (if required)
		Interpreter (if required)
Outcome of Enquiry		
NOTE: 1 Formal minutes of enquiry to be attached to this form.		
NOTE: 2 Employee has the right to appeal within 3 working days using the Notice of Appeal Form.		
<div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 30%;"> <p>.....</p> <p>SIGNATURE</p> <p>ACCUSED EMPLOYEE</p> <p>DATE:</p> </div> <div style="width: 30%;"> <p>.....</p> <p>SIGNATURE</p> <p>DISCIPLINARY CHAIRMAN</p> <p>DATE:</p> </div> <div style="width: 30%;"> <p>.....</p> <p>SIGNATURE</p> <p>WITNESS/ REPRESENTATIVE</p> <p>DATE:</p> </div> </div>		

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## NOTICE OF APPEAL FORM

EMPLOYEE'S		
NAME: .....	EMPLOYEE NO.: .....	
JOB TITLE: .....	SITE/DEPARTMENT: .....	
DATE: .....		
Disciplinary Enquiry		
Chairman: .....	Date of Enquiry: .....	
Ground for Appeal:		
Settlement Desired:		
.....	.....	.....
SIGNATURE	SIGNATURE	SIGNATURE
ACCUSED EMPLOYEE	DISCIPLINARY ENQUIRY CHAIRMAN	WITNESS
DATE:	DATE:	DATE:

  
 KS



## APPEAL REPORT

EMPLOYEE'S NAME: _____		EMPLOYEE NO.: _____	
JOB TITLE: _____		SITE/DEPARTMENT: _____	
DATE & TIME OF APPEAL HEARING: _____			
NOTICE OF APPEAL FORM RECEIVED ON: _____			
Your application for an Appeal Hearing and the review of your Disciplinary Enquiry has been considered.			
Appeal Hearing to be held	<input type="checkbox"/> YES	<input type="checkbox"/> NO	(Tick relevant Box)
Employees present at Appeal (If a formal hearing is held).			
NAME:	TITLE:		
	Chairman		
	Secretary		
	Management Representative		
	Employee Representative (if required)		
	Interpreter (if required)		
OUTCOME OF APPEAL			
Formal minutes of Appeal Hearing, if held, to be attached to this form.			
.....	.....	.....	
SIGNATURE	SIGNATURE	SIGNATURE	
ACCUSED EMPLOYEE	APPEAL CHAIRMAN	WITNESS	
DATE:	DATE:	DATE:	


  
K.S.


## ANNEXURE "B" POOR WORK PERFORMANCE PROCEDURE

### 1. OBJECTIVES

- 1.1 Every employee of the Contractor is expected to perform his /her job in accordance with the requirements of and standards lay down by the Contractor and as set out in Industry Job Specifications or Technical Schedules. The consistent failure of an employee to meet the requirements and standards set by the Contractor may result in the dismissal of that employee.
- 1.2 This Poor Work Performance Policy and Procedure ("PWPP") of the Contractor deals with performance issues and is conducted in the form of a counselling process.
- 1.3 All employees have the right to be represented by a fellow employee or shop steward representative during any formal counselling or in a performance hearing.
- 1.4 In the event of an employee not meeting the performance standards associated with his/her position, the Contractor and the employee must adhere to the guidelines provided herein.
- 1.5 The Contractor will comply with the Code of Good Practice (Schedule 8) of the Labour Relations Act, 66 of 1995, as amended.

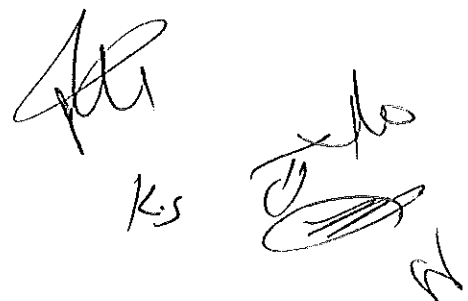
### 2. POOR PERFORMANCE

The matter should be discussed with the employee and his/her manager utilising the counselling process.

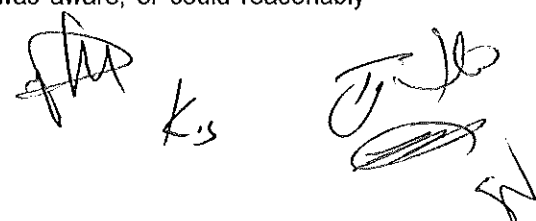
#### 2.1 Counselling Process

- 2.1.1 Counselling is fundamental to the Human Resources/IR process related to career development and performance assessment.
- 2.1.2 Where an employee's poor performance or unsatisfactory results become a concern to line management, an initial assessment against a completed and signed counselling form must be made against target achievements and leadership framework results, where applicable.
- 2.1.3 Future targets must be set and agreed to between the employee and the manager utilising the addendum to the counselling form attached hereto.
- 2.1.4 The employee must be given a reasonable period (depending on the complexity of the job) to improve his/her performance in line with the required standards.

#### 2.2 Counselling Sessions

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- 2.2.1 Where performance related issues need to be monitored on a regular basis, the counselling process must be enhanced by more regular counselling sessions.
  - 2.2.2 During the counselling process and the period afforded for the improvement of the employee's performance, the manager must embark on a series of additional counselling sessions with the employee.
  - 2.2.3 The counselling sessions should include a review of the employee's current performance, any issues raised by the employee, a clarification of the standards required, agreement on the action required or remedies and the setting of a date for a follow-up counselling session.
  - 2.2.4 All counselling sessions, progress and relapses should be recorded in writing including any responses that the employee may raise.
  - 2.2.5 In instances where the performance of the employee is unsatisfactory, the manager may issue the employee with a written warning or a final written warning after obtaining advice from the Human Resources/IR Manager.
  - 2.2.6 Where an employee is issued with a written warning or a final written warning, it must state the reasons for the poor performance.
- 2.3 Performance Hearing
- 2.3.1 A hearing must be convened if it is clear that, despite counselling, the employee continues to perform unsatisfactorily.
  - 2.3.2 The employee should be given notice of the hearing at least forty-eight (48) hours before the hearing commences.
  - 2.3.3 The chairperson of the hearing will be the immediate supervisor or his/her nominee.
  - 2.3.4 The chairperson should attempt to establish the reason(s) for the unsatisfactory performance and should also explore remedies short of dismissal.
  - 2.3.5 In determining whether dismissal is an appropriate sanction for the poor performance, the chairperson should consider, amongst others, the following considerations:
    - i. Whether or not the employee failed to meet a required performance, standard or target set in the staff dialogue process and counselling sessions;
    - ii. If the employee did not meet the required performance, standard or target, whether or not he/she was aware, or could reasonably



be expected to have been aware, of the required performance or standard;

- iii. Whether the employee was given a fair opportunity to meet the required performance or standard; and
- iv. Whether dismissal is the appropriate sanction for not meeting the required performance or standard.

2.3.6 The chairperson can adjourn the hearing to consider the case and he/she will be required to make a written finding within two working days.

2.3.7 Where an employee is dismissed for poor performance, he/she must be advised by the Human Resources/IR Manager of he/she right to appeal against the finding of dismissal. This Appeal will be held as per the disciplinary Code as illustrated in terms of Annexure "A".

2.3.8 The chairperson can consider a demotion as a finding following the hearing or demotion may be used where the employee is unable to meet the requirements of his/her present job but is suitable for continued employment in a lower capacity and on an equivalent rate of pay. A demotion must be agreed with the employee and in the absence of agreement the employee should be dismissed.

2.3.9 A copy of the written finding must be handed to the employee and the original written finding must be placed in the employee's personnel file.

## 2.4 Appeal Hearing

2.4.1 Where an employee lodges an appeal against a finding of dismissal, the Human Resources/IR Manager must submit the appeal to the appeal chairperson who will consider the appeal by reviewing the documents.

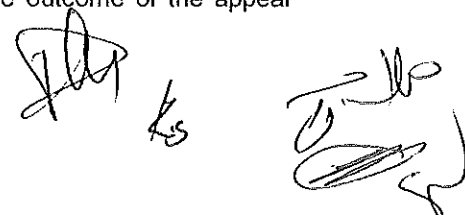
2.4.2 The employee must lodge an appeal by completing the appeal form and submitting it to the Industrial Relations Manager within five (5) working days of the finding by setting out the basis for the appeal.

2.4.3 The Human Resources/IR Manager will appoint an appeal chairperson.

2.4.4 The chairperson shall decide within three working days of receiving the appeal documentation whether the dismissal decision will be upheld or overturned.

2.4.5 Where an employee has been dismissed and successfully appeals the dismissal, the appeal chairperson may reinstate the employee on full benefits retrospectively, depending on the circumstances.

2.4.6 In the event that the appeal chairperson upholds a finding of dismissal, and the employee remains dissatisfied with the outcome of the appeal



hearing, the Human Resources/IR Manager will advise the employee of his/her right to refer a dispute in terms of the Dispute Resolution Policy as per the PA.

**3. AMENDMENTS**

- 3.1 The Contractor reserves its right to amend the PWPP from time to time and in line with policy considerations and legal developments.
- 3.2 Should the Contractor wish to amend the PWPP, the Contractor shall ensure that it has consulted with the appropriate site forums and structures.



K.S



**COUNSELLING FORM**

(Must be read in conjunction to any Bonus Schemes, where applicable)

NAME: .....

CONTRACTOR NUMBER: .....

DATE: .....

DETAILS OF COUNSELLING RELATED TO

PERFORMANCE ISSUES AND TARGETS:-

.....  
.....  
.....  
.....  
.....

SUMMARY OF THE AGREED STANDARDS OR TARGETS REQUIRED:-

.....  
.....  
.....  
.....  
.....  
.....

SUMMARY OF AGREED ACTION REQUIRED/REMEDIES:-

.....  
.....  
.....  
.....

DATE OF NEXT SESSION: .....

\_\_\_\_\_  
FOR: Contractor

\_\_\_\_\_  
Date:

Name:

Designation:

\_\_\_\_\_  
SIGNATURE OF EMPLOYEE

\_\_\_\_\_  
Date

  
K.S.   


## ANNEXURE "C" GRIEVANCE POLICY AND PROCEDURE

In the event that an informal grievance resolution process does not satisfy the employee concerned, the formal Grievance procedure may be embarked upon.

### 1. OBJECTIVE

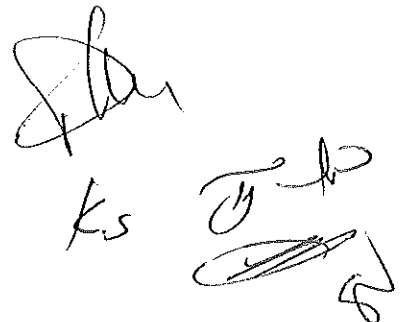
- 1.1 The objective of the grievance policy and procedure is to provide individual employees with an effective method of lodging a grievance, complaint, problem, dissatisfaction or feeling of injustice regarding the work situation to more than one level of management, and to enable a grievance to be settled as close to its source as quickly as possible.
- 1.2 The purpose of implementing this procedure is to prevent these grievances from accumulating and/or festering to such an extent that they are expressed in some sort of conflict and to protect the interests of management and employees.

### 2. DEFINITION

- 2.1 A grievance is a complaint that is expressed formally and triggers the formal procedural machinery to bring to the employer's attention any dissatisfaction or feeling of injustice relating to an employee's or group of employees' work situation.
- 2.2 The grievance procedure is neither intended to deal with collective grievances such as wages and working conditions, which are normally convened by the appropriate collective bargaining machinery, nor is the grievance procedure to be used as an appeal mechanism against disciplinary action as a result of the disciplinary procedure. Such appeals are covered in terms of the disciplinary procedure.

### 3. GENERAL

- 3.1 A grievance is an employee's feeling of dissatisfaction or injustice with a workplace and related work issue. The grievance procedure allows an employee to formally discuss and resolve any complaint that he/she may have and to provide a channel for the equitable settlement of complaints and grievances. It serves to bring employee problems to the notice of the employer so that it becomes aware of employee frustration, problems and expectations before they become a dispute.
- 3.2 The grievance procedure should ensure that grievances are:
  - 3.2.1 openly and properly aired;
  - 3.2.2 result in grievances being settled as close to the point of origin and as quickly as possible;
  - 3.2.3 ensure fairness and equity;
  - 3.2.4 are dealt with without the employee being prejudiced.

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#### 4. GRIEVANCE PROCEDURE

##### 4.1 Level One

- 4.1.1 The employee must raise the grievance verbally with the HR/IR department who; shall
  - 4.1.1.1 listen to the employee in private;
  - 4.1.1.2 encourage the employee to express the grievance freely and openly;
  - 4.1.1.3 obtained all relevant facts about the grievance and distinguishing fact from opinion.
- 4.1.2 The HR/IR department must then endeavour to resolve the grievance as quickly as possible and within, at most, two working days. The HR/IR department must advise the employee of the subsequent stages of the procedure and of the employee's right to seek the assistance of a Site / Shop steward or employee representative.
- 4.1.3 If the grievance relates to the Supervisor or Manager concerned, the grievance will be raised with the next level in the structure
- 4.1.4 Site / Shop Steward or Employee Representative:

Any employee making use of the grievance procedure may nominate a Site / Shop steward or employee representative from within his/her work area to act as a representative during the proceedings.

##### 4.2 Level Two

The employee should discuss his/her grievance with the Shop steward or employee representative. The employee, with assistance of the Shop steward or employee representative, should complete the grievance form and submit to the HR/IR department level three becomes effective.

##### 4.3 Level Three

The HR/IR department must forward the grievance form and all facts pertaining thereto to the senior manager, who shall hold an enquiry into the matter within three clear working days of receipt by the HR/IR department. The enquiry shall be attended by the senior manager, the supervisor, the employee, the Shop steward or employee representative and/or a Full Time Shop Steward. A record of the enquiry must be kept.

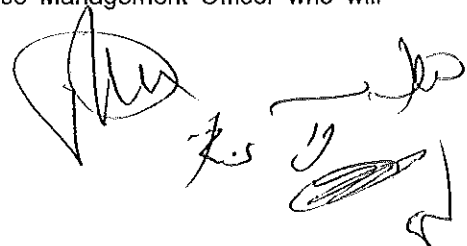
##### 4.4 Level Four

The senior manager must give a decision, where practical within one clear working day of the enquiry. The senior manager's decision must be recorded on the grievance form and a signed copy handed to the employee.

##### 4.5 Level Five

Referral of the Grievance to the Project Dispute Resolution Procedure

If the grievance remains unresolved, the employee may, with the assistance of the Shop steward or employee representative, submit the grievance to the Case Management Officer who will



assist the Parties to refer the matter to the CCMA for conciliation as referred to in the Dispute Procedure in the PA.

## 5. ROLE OF PARTICIPANTS

### 5.1 The Role of Management

It is important for the supervisor and management to encourage the employee to express the grievance freely and openly:

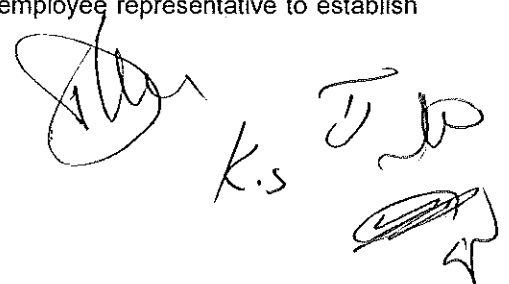
- 5.1.1 explain the procedure;
- 5.1.2 clarify the grievance with the employee;
- 5.1.3 distinguish fact from opinion;
- 5.1.4 note the relevant facts of the grievance;
- 5.1.5 ask the employee the outcome desired;
- 5.1.6 verify facts from witnesses who may be able to contribute;
- 5.1.7 obtain assistance from management if necessary;
- 5.1.8 monitor adherence to the grievance procedure by all participants at all times; and
- 5.1.9 seek an appropriate resolution of the grievance.

### 5.2 The role of the Shop Steward or Employee Representative

- 5.2.1 Listen to the employee's grievance and encourage the employee to express the grievance freely and openly without fear of victimization or intimidation.
- 5.2.2 Investigate the grievance together with the employee to ensure that all the circumstances and the facts relating to the grievance are accurate, and assist the employee to prepare a reasonable case for presentation to management.
- 5.2.3 Counsel the employee as to the validity of the grievance, and if it does not merit management's attention, assists the employee by advising how best it can be resolved.
- 5.2.4 Attend the meeting with management to discuss the employee's grievance, and support the employee by assisting with the presentation of the employee's case to management.
- 5.2.5 Monitor the grievance procedure to ensure that it is adhered to by all participants at all times.
- 5.2.6 Endeavour to formulate an appropriate resolution to the grievance.

### 5.3 The role of the employee

- 5.3.1 Discuss the grievance with the Shop steward or employee representative to establish the best method of resolving the grievance.

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**GRIEVANCE FORM**

EMPLOYEE NAME: \_\_\_\_\_ EMPLOYEE NUMBER \_\_\_\_\_

DEPARTMENT/SITE: \_\_\_\_\_ DATE: \_\_\_\_\_

EMPLOYEE REPRESENTATIVE: \_\_\_\_\_

NATURE OF GRIEVANCE, CAUSE AND DATE OF GRIEVANCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SETTLEMENT DESIRED: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF EMPLOYEE \_\_\_\_\_ DATE: \_\_\_\_\_

GRIEVANCE FORM HANDED TO: \_\_\_\_\_ DATE: \_\_\_\_\_

AGREEMENT OR SETTLEMENT OF GRIEVANCE OR REASONS FOR FAILURE TO REACH AGREEMENT:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME AND SIGNATURE OF IMMEDIATE MANAGER: \_\_\_\_\_

SIGNATURE OF EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE OF EMPLOYEE REPRESENTATIVE: \_\_\_\_\_

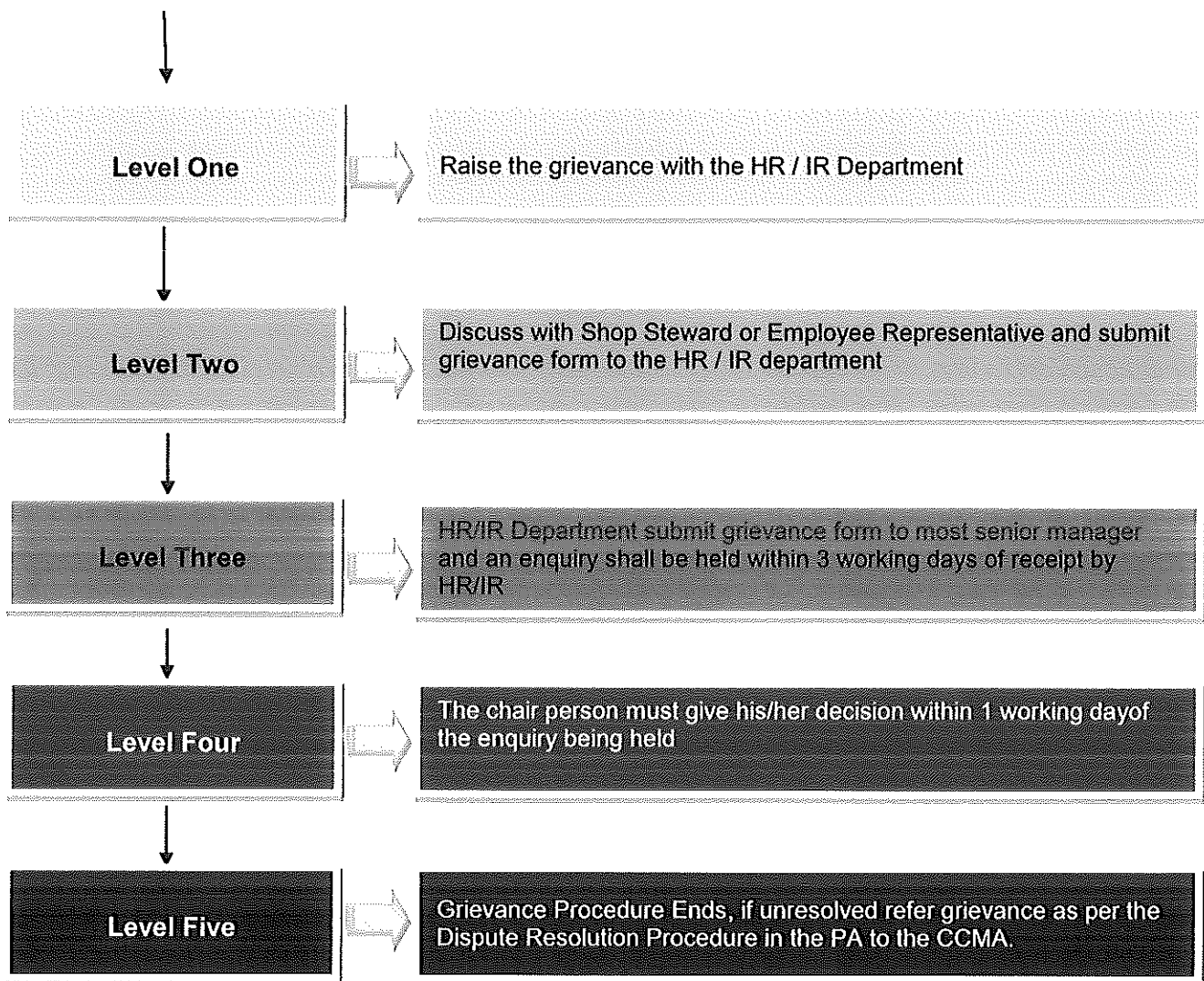
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*K.S. J. J. J.*

- 5.3.2 Be clear and concise when explaining the grievance to management.
- 5.3.3 Express the grievance freely and openly to management without fear of being victimized or intimidated.
- 5.3.4 Give thought to what would be an acceptable solution to the grievance prior to meeting with management, so that management may be assisted in helping to resolve the grievance.

### Grievance Procedure Process

An employee has a grievance;

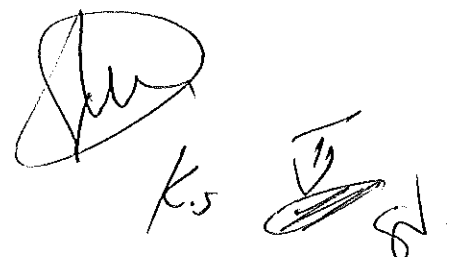


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## ANNEXURE "D" DISPUTE RESOLUTION

Disputes will be resolved as per the Dispute Resolutions Policy and Procedure signed off by the Leadership Partnership Forum

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**ANNEXURE "E" ABSENTEEISM PROCEDURE****1. OBJECTIVE**

The objective is to follow a fair just procedure in cases of absenteeism, abscondment, desertion and/or prolonged absence from work.


**2. DEFINITION**

An employee who is absent for five (5) consecutive working days or longer without authorization or notification, will be regarded as an absconder and treated in accordance with this procedure.

**3. ABSENCE WITHOUT AUTHORISATION**

- 3.1 When an employee is absent from work for any reason whatsoever, the responsibility lies with the absent employee to make contact with his/her Supervisor or Manager on the first day of the absence to advise the Supervisor or Manager that he / she is absent and the likely return-to-work date.
- 3.2 When an employee is absent without authorization or notification and he/she returns without a valid reason (e.g. Doctor's certificate), the Site Manager must investigate the matter and if necessary take disciplinary action as set out in the Disciplinary Procedure.
- 3.3 If the employee has not returned on the 5th day of absence the Supervisor / Manager must inform the Industrial Relations department who will investigate the matter (e-mail, SMS etc.,)
- 3.4 The Contractor will make attempts to make contact with the employee.
- 3.5 Should the employee return after his/her services have been terminated for reasons of abscondment, the Site Manager must convene an enquiry in accordance with the Disciplinary Procedure to formally determine the reason for the absence and to decide whether to uphold the abscondment termination or to take any other appropriate action.
- 3.6 Absence without permission (abscondment) will be dealt with in accordance with the Dispute Resolution Policy and Procedure as per the PA.



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## ANNEXURE "F" RECRUITMENT AND TERMINATION PROCEDURE

### 1. PURPOSE

The purpose of this procedure is to provide for a smooth process of recruitment and /or termination of the Contractor's Scheduled Employees to and from the Site.

### 2. RECRUITMENT

2.1 Prior to recruitment to Site, the following will be in place:

2.1.1 All local labour will be engaged on an LDC and have completed the Project medical and induction as well as the contractor induction programme. Following this, the site access badge will be issued to the employee.

2.1.2 All seconded core employees and LDC core employees will have completed secondment contracts, contractor induction and Site medical prior to being seconded to site.

2.2 Employees will be entitled to be paid from the date indicated on the contract signed by both parties.

### 3. TERMINATION.

3.1.1 Termination will be on completion of the employee's task for which he / she is being employed.

3.1.2 For the purposes of this agreement termination excludes employees dismissed for any reason permissible under South African labour legislation. No retrenchments will be done on Site as per the Dispute Resolution Procedure (clause 5.1.2) agreed to by Eskom, Contractors and Trade Unions.

3.1.3 Seconded employees will be returned to their respective home base

3.1.4 Information and communication around termination will be shared at the relevant structures governed by the PA.

### 4. TERMINATION PROCESS (LDC's)

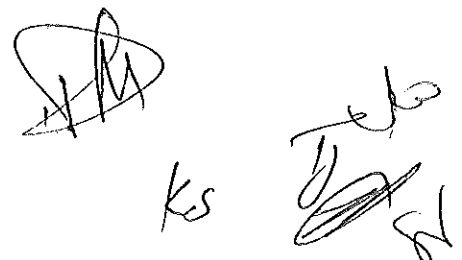
4.1 Selection will be based on the following criteria:

4.1.1 Date of appointment

4.1.2 The completion of the portion/section of work where the employee(s) is involved.

4.1.3 Operational requirements.

4.1.4 Skills and suitability.

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4.1.5 When there is a need to choose between two or more employees with similar skills and service, the contractor will decide on whose services should be terminated.

4.1.6 Where possible, attempts will be made to move affected employees to other contractors on the Project.

#### 4.2 Notification and Consultation Process:

A	B	C	D
Notice	Consultation	Notify employee	Cease work and receive pay
As per PA structures	5 consecutive shifts	1 shift	As per notice

A. Notification to the Trade Unions and Full Time Shop Stewards as per the PA structures

B. Consultation at Contractor Partnership Forum with Site/Shop Stewards and/or advise Employee representatives of the names

C. Notify individual employees and issue written notification

D. Cease work and receive pay

#### 4.3 Documentation to be provided to terminated local employees

The following standard documentation shall be given to each employee upon termination.

4.3.1 Pay slips

4.3.2 UIF Document

4.3.3 Procedures of claiming benefits and contact addresses of the various Department of Labour Offices (obtainable from the Department of Labour).

4.3.4 Certificate of Service

4.3.5 Any training certificates that may have been issued on the Site

4.3.6 Tax Certificates where applicable

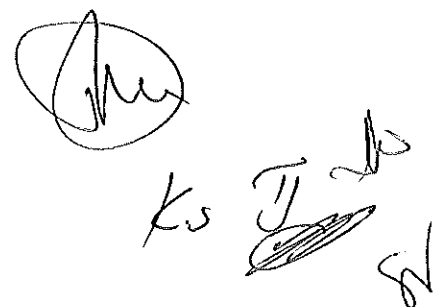
4.3.7 Skills training log book

4.3.8 Retirement fund withdrawal forms, where applicable.

4.4 All terminated employees shall return their security access cards and shall sign an Acknowledgment of Receipt Form in respect of the above documentation and monies upon termination prior to any payment being made.

4.5 All payments will be made as per the termination plan.

- 4.6 Should an employee not return his security access cards, R50.00 will be deducted from his/her final wages.

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**ANNEXURE "G" PUBLIC HOLIDAYS**

1. The Site will observe all statutory Public Holidays as per Annexure "G" hereto.
2. In order to maintain programme requirements, the Site will remain open for work on all Public Holidays.
3. To avoid disruption to progress wherever possible and by agreement Public Holidays falling mid-week may be substituted for alternative days. Such arrangements will be concluded at the SPF.
4. Where a Public Holiday falls on a Sunday the following Monday will be taken as the Public Holiday, unless the Parties agree to substitute the Public Holiday for an alternative day.
5. Where a Public Holiday falls on a working Saturday and the Employee is working he/she will be paid double his normal rate of pay for the hours worked.
6. Working on a Public Holiday:
  - 6.1 Working on paid official Public Holidays shall be paid at official Public Holidays rates in terms of the Industry Agreements and/or applicable legislation and Public Holidays Act.
7. **PUBLIC HOLIDAYS:** (\* or as determined by the Government)

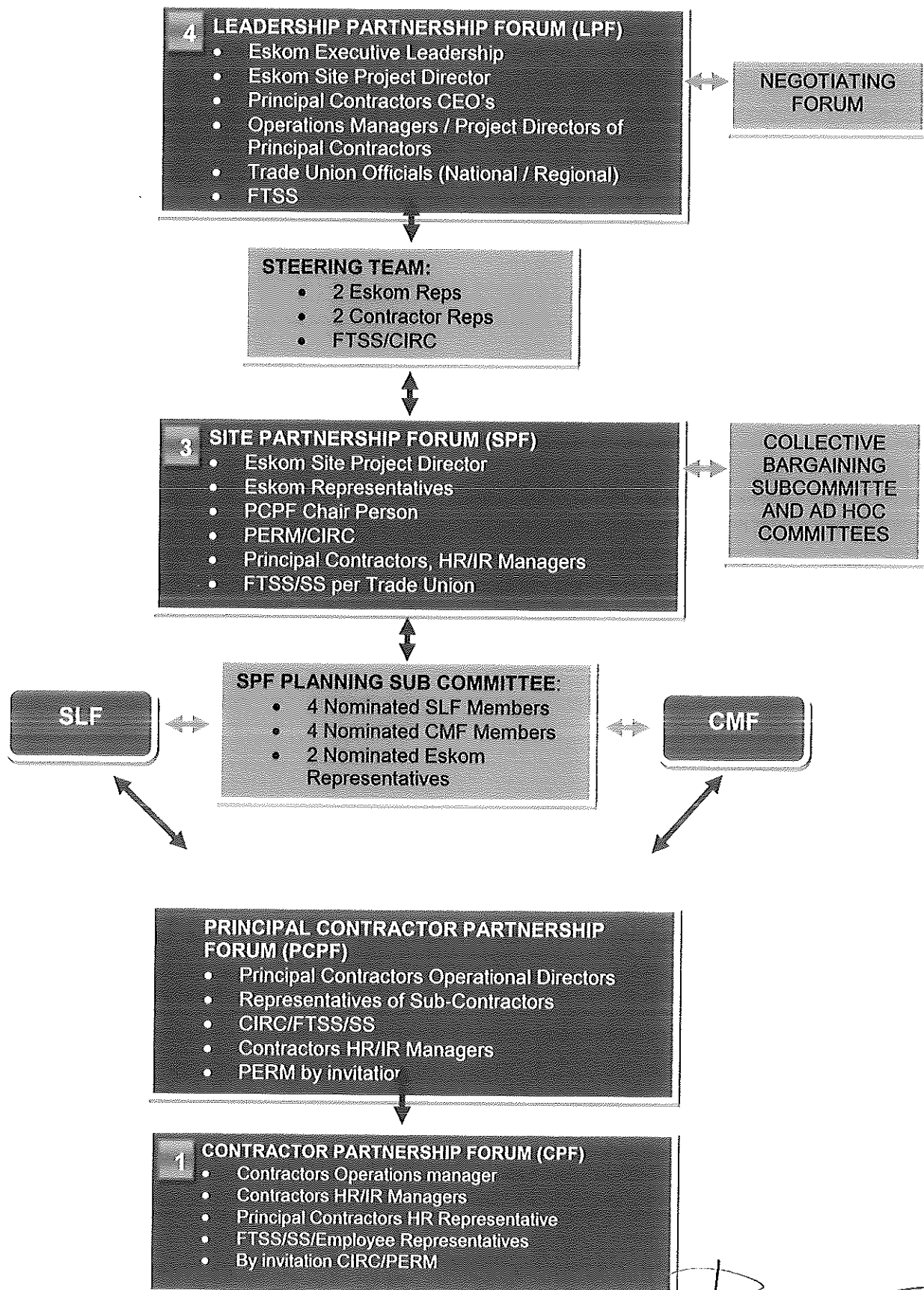
Holiday	Date 2014	Date 2015	Date 2016	Date 2017
New Year's Day	1 January	1 January	1 January	1 January (02 January)
Human Rights Day	21 March	21 March	21 March	21 March
Good Friday	18 April	03 April	25 March	14 April
Family Day	21 April	06 April	28 March	17 April
Freedom Day	27 April (28 April)	27 April	27 April	27 April
Worker's Day	1 May	1 May	1 May (02 May)	1 May
Youth Day	16 June	16 June	16 June	16 June
National Woman's Day	9 August	9 August (10 August)	9 August	9 August
Heritage Day	24 September	24 September	24 September	24 September (25 September)

Day of Reconciliation	16 December	16 December	16 December	16 December
Christmas Day	25 December	25 December	25 December (27 December)*	25 December
Day of Goodwill	26 December	26 December	26 December	26 December



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# ANNEXURE "H" COMMUNICATION AND COORDINATING STRUCTURE



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## ANNEXURE "I" LDC LOCAL EMPLOYEES

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Insert Contractor Letter head

### LIMITED DURATION CONTRACT OF EMPLOYMENT FOR LOCAL EMPLOYEES

#### 1. INTRODUCTION

- 1.1 \_\_\_\_\_ ("the Contractor") agrees to engage the services of \_\_\_\_\_ ("the Employee") for a limited duration under Employee Number \_\_\_\_\_
- 1.2 This contract of employment sets out the terms and conditions of employment that apply to the limited duration contract of employment between the Employee and the Contractor ("the LDC contract"). This Agreement must be read in conjunction with the Partnership Agreement (PA) Site Specific Agreement ("the SSA") for the \_\_\_\_\_ Project, a copy of which is available on request from the Contractor. If there is any conflict between this Agreement and the SSA, the latter prevails
- 1.3 The nature of the Contractor's operations relates to a specific construction / engineering contract: \_\_\_\_\_ on the \_\_\_\_\_ Site ("the Site").
- 1.4 The Employee agrees and accepts that this is not an offer of permanent employment and that the period of employment that is the subject of this offer is temporary. Therefore, by concluding this LDC contract, the Employee declares and confirms that he/she does not have any expectation of permanent employment or any renewal or extension of his/her temporary employment with the Contractor beyond the termination date. The termination of this LDC contract is regarded as a no fault termination in line with 1.3 above and Annexure "F" of the SSA will apply.

#### 2 APPOINTMENT, COMMENCEMENT AND DURATION

- 2.1 The Employee is engaged as a \_\_\_\_\_ in (Industry) Employment Group as per Industry wage schedule to perform (specify task) (refer to Annexure "L" or "M" in the SSA).
- 2.2 The date of commencement of employment in terms of this LDC contract is \_\_\_\_\_.
- 2.3 This LDC contract will automatically expire on completion of the task/job for which the Employee is employed ("the completion date") unless-

- 2.3.1 the contract that gives rise to this LDC contract being completed on an earlier date, in that event this LDC contract will expire automatically on the same date and notwithstanding the completion date as set out in this LDC contract; or
- 2.3.2 this LDC contract expires on a date earlier than the completion date in terms of clauses 2.5 and 2.6 below:
- 2.4 The Employee's employment will expire automatically on the completion date. By signing this LDC contract the Employee confirms that he/she does not have any expectation that his/her employment will continue after the completion date. The Employee also confirms that he/she does not have any expectation or entitlement to any severance benefits as a result of the automatic completion of his/her employment other than that which is catered for in the industry agreements.
- 2.5 Despite this LDC contract being of a limited duration, the Contractor reserves the right to terminate the Employee's employment at any time during the operation of this LDC contract, for any reason recognised in the law as sufficient, including the Employee's incapacity or misconduct or the Contractor's operational requirements, in which event the following notice periods will apply:
  - 2.5.1 one week's written notice if employed for a period of less, then six months;
  - 2.5.2 two weeks written notice if employed for a period of more, then six months but less than one year; and
  - 2.5.3 four weeks written notice if employed for a period of more, then one year.
- 2.6 Notwithstanding any other provision in this LDC contract, the Contractor may terminate the Employee's employment without notice and without the payment of compensation in the event that the Employee is found guilty of gross misconduct, including, but not limited to:
  - 2.6.1 any offence which involves dishonesty; and/or
  - 2.6.2 gross negligence; and/or
  - 2.6.3 gross insubordination; and/or
  - 2.6.4 wilful damage to property; and/or
  - 2.6.5 acting in conflict with the interests of the business of the Contractor; and/or
  - 2.6.6 assault ; and/or
  - 2.6.7 doing or omitting to do anything which would justify the Contractor terminating his/her services summarily.
- 2.7 If this LDC contract expires in terms of clause 2.3, the Contractor will comply with all applicable procedures prior to concluding the Employee's employment.
- 2.8 Where the EPMT instructs the Contractor to remove the employee from Site then the affected employee will be consulted by the Contractor before being removed from Site.

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**3 PLACE OF WORK**

- 3.1 The Employee's place of work will be \_\_\_\_\_ on the Site.
- 3.2 The Employee agrees that he/she might be required to perform work at other sections on the Site and agrees to be transferred after being duly consulted.

**4 TRANSPORT**

- 4.1 The Employee will be provided with transport to and from his/her place of work as per LPF Resolution from a designated area under the following conditions:
- 4.1.1 The transport is safe and complies with the road safety ordinances;
- 4.1.2 The employee agrees that the transportation to and from work is for that purpose only;
- 4.1.3 The employees are transported on set bus routes – this will only change after consultation with employees;
- 4.1.4 Any changes to the transportation may only be implemented after consultation with the employee:

**5 RESPONSIBILITIES AND DUTIES**

- 5.1 The Employee warrants that he/she possesses the necessary experience, skills and qualifications to perform his/her responsibilities and duties in terms of this LDC contract.
- 5.2 The Employee undertakes to perform all duties and responsibilities in a diligent and professional manner.
- 5.3 The Employee may be required from time to time to perform reasonable functions or duties that do not fall within the scope of his/her ordinary duties. By signing this LDC contract the Employee agrees to perform those functions when required.

**6 REMUNERATION AND DEDUCTIONS**

- 6.1 The Employee's rate of pay will be \_\_\_\_\_ per hour as per standard scheduled wage rates prescribed in the SSA, which will be paid by electronic transfer monthly one week in arrears in line with the Employee's applicable shift pattern and in accordance with the SSA calendar.
- 6.2 The payment of the Employee's wage is subject to deductions set out in this LDC contract or otherwise agreed with the Employee and any other deductions permitted or required by the applicable industry agreement or the law.
- 6.3 Any amounts owed to the Contractor by the Employee, including leave taken in excess of the Employee's entitlement, may be deducted from any amount due to the Employee on termination of employment.

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## 7 HOURS OF WORK AND OVERTIME

- 7.1 The Site hours of work will comply with those stipulated in the SSA in terms of the different shift patterns. The Employee's hours of work are attached to the Employees employment contract Appendix "A" hereto.
- 7.2 The Contractor may extend, vary or amend the Employee's hours of work from time to time in accordance with the Project requirements.
- 7.3 Hours worked in excess of the maximum ordinary hours of work stipulated in the Conditions of Employment Agreement for the Civil Engineering Sector or the Main Agreement for the Metal and Engineering Industries Bargaining Council ("Industry Agreements"), whichever is applicable, will be paid as overtime in accordance with the relevant provisions of the Industry Agreements.
- 7.4 All building related work will be done in accordance with the BCCEI Conditions of employment Agreement for the Civil Engineering Sector.

## 8 LEAVE


- 8.1 The Employee will be entitled to annual leave, sick leave and family responsibility leave in accordance with the provisions of the applicable Industry Agreement.
- 8.2 The Employee will be required to take annual leave on dates determined and/or authorised by the Contractor.
- 8.3 The Employee will not be paid any monies in lieu of any leave to which the Employee is entitled, save upon the completion of employment and as required by the law.
- 8.4 The Annual Shutdown leave pay will be prorated if the Employee has not completed a full year of service.

## 9 CONTRACTOR'S SMALL TOOLS, EQUIPMENT AND PROPERTY

- 9.1 The Employee accepts responsibility for the safe and efficient use of the Contractor's property including small tools and equipment and will be held financially liable for any negligence loss or damage caused to the Contractor's property due to he/she negligence which negligence will be established after the conclusion of a Disciplinary Inquiry in terms of the applicable procedure.
- 9.2 If proven to be negligent, the Contractor may deduct the cost of the damage occasioned by the employee's breach of clause 9.1 from remuneration and or monies owed to the Employee by the Contractor after an investigation into the matter and after the conclusion of a Disciplinary Inquiry in terms of the applicable procedure and with the consent of the employee.

## 10 HEALTH AND MEDICAL TESTING

- 10.1 The Employee acknowledges that exposure to hazardous conditions may occur and undertakes to take all reasonable steps to protect him/herself from the dangers of contracting any diseases or injury and to comply with all Project procedures, recommendations, guidelines and preventative measures that may apply with regard to Health, Safety, Hygiene and Environment.

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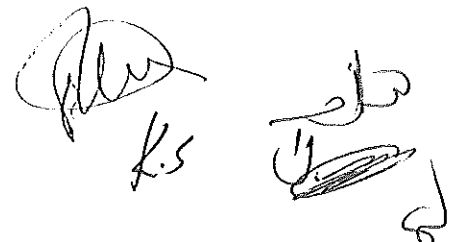
- 10.2 The Employee will be required to submit to a medical examination prior to commencing work on the Site. The Employee is required to submit to an exit medical examination at the end of his / her contract.
- 10.3 The Employee hereby consents to the medical examinations referred to in this clause and to any other medical examinations as and when required by the Contractor for any reason justifiable in terms of the law.

## 11 GENERAL

- 11.1 The applicable Industry Agreement, the PA, the SSA and the Contractor's policies and procedures as well as the Site's general rules and regulations will apply to the Employee in respect of all matters not specifically regulated in terms of this limited duration contract of employment.
- 11.2 The Employee is required to take all necessary steps to familiarise himself / herself with the contents of the policies and procedures referred to in clause 11.1 above.
- 11.3 The Employee will be evaluated for the job category for which he/she is tendering his / her services from time to time by the Contractor to ensure that he / she performance is satisfactory.
- 11.4 On completion of contract, the Employee will receive a certificate of service recording his/her employment and training on the Project.
- 11.5 The Employee will be responsible for his/her own accommodation while working on the Site.
- 11.6 Conditions of employment not specifically dealt with in this Agreement will be dealt with in terms of the Industry agreements and / or the SSA or the Contractor's policies, rules and regulations.

## 12 EMPLOYEE UNDERTAKING

- 12.1 The Employee undertakes:
- 12.1.1 to abide by all terms and conditions of his / her employment;
  - 12.1.2 to channel all grievances through the correct procedures;
  - 12.1.3 to respect fellow employees as individuals and respect each individual's freedom of choice;
  - 12.1.4 to work safely and not endanger fellow employees;
  - 12.1.5 to recognize that the success of the Project represents an important development milestone for the local District;
  - 12.1.6 not to participate in unlawful and/or un procedural industrial action (refer to the applicable section in the SSA);
  - 12.1.7 to abide by all Project site rules and regulations;
  - 12.1.8 to comply with the SSA, as may be amended from time to time;
  - 12.1.9 to agree to work the Project hours set out in the SSA and overtime when required to do so;
  - 12.1.10 not to be absent without prior written permission;

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12.1.11 to work to the best of his/her ability in compliance with his/her contractual obligations towards the Contractor.

### 13 LONG WEEKENDS AND SHUTDOWNS

There will be six (6) long weekends every year:

#### 13.1 Easter Weekend

The Site will close at lunchtime on Thursday prior to Good Friday and will re-open on Tuesday after Family Day at normal starting time.

#### 13.2 Annual Shutdown

The Site shall as a general policy close between Christmas Day and New Year's Day. To facilitate essential and priority work, the Site will remain open for a period to be agreed to with the EPMT and the SPF.

13.3 And four (4) other weekends which will be agreed to at the SPF.

### 14 DISPUTES

The Employee agrees that those disputes that cannot be resolved by the parties, including those relating to proposed changes to terms and conditions of employment, working conditions, benefits and other matters arising out of the employment relationship, grievances, alleged unfair discrimination and/or dismissal, will be dealt with through the dispute resolution procedure in the PA and the relevant provisions of the Act.

### 15 PAYMENT OF WAGES

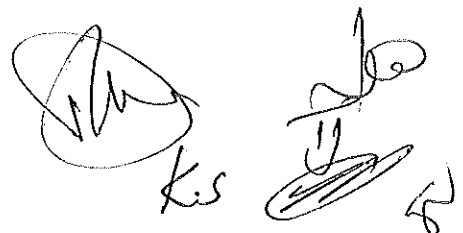
15.1 The payment of wages will be done monthly one week in arrears by electronic transfer into the Employee's bank account.

15.2 The details of the Employee's banking account are as follows:

Bank: \_\_\_\_\_

Account Number: \_\_\_\_\_

Branch Code: \_\_\_\_\_



**16 EMPLOYEE'S ADDRESS**

16.1 The Employee confirms his/her permanent home address to be:

Name of contact person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone no: \_\_\_\_\_

16.2 The Employee chooses the above address for receipt of all communications from the Contractor that is not handed directly to him/her

16.3 The above address constitutes the Employee's address of service for all purposes in terms of this LDC contract.

I, \_\_\_\_\_ confirm that I have read and understand the terms and conditions contained in this contract of employment, and that I agree to and consider myself bound by these terms and conditions.

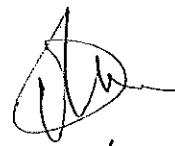

Signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_

\_\_\_\_\_  
[EMPLOYEE NAME]

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
For the Contractor,

Duly authorised.

  
K.S. 

**ANNEXURE "J" PERMANENT CORE SECONDMENT CONTRACT**

-----  
(Insert Contractor letter head)

**PERMANENT CORE SECONDMENT CONTRACT TO THE \_\_\_\_\_ PROJECT**

Name of Employee: \_\_\_\_\_ Employee Number: \_\_\_\_\_

There are specific conditions of employment applicable to the \_\_\_\_\_ Site ("the Site") and this must be accepted by the Employee prior to his/her secondment to the Site.

The Employee's conditions of employment specific to the Site and for the period stated below will be in accordance with the Site Specific Agreement ("the SSA") for the Site and is as follows:

**1. POSITION AND WAGES**

- 1.1 The Employee is engaged as a \_\_\_\_\_ in (Industry) (Employment Group as per company grading) to perform ( specify task)
- 1.2 The Employee's rate of pay upon secondment to the Site will be R..... per hour.
- 1.3 Any increase to the Employee's wage rate will be as per the Industry Agreements. No other increases will be applicable to the Employee whilst he/she is on the Site, unless the Employee is promoted to a higher job grade.

**2 PERIOD OF SECONDMENT TO SITE**

- 2.1 The period of the Employee's secondment to the Site shall not exceed the time for which his/her services are required on the Site or a particular phase thereof, with due regard for the requirement of his/her particular skills at that time. Upon the completion of his/her job/task the Employee is engaged on the Site, he/she will be returned to the Employee's company home base (Parent Company).
- 2.2 The Employee's secondment will automatically terminate if the EPMT request the employees' removal from Site, however such affected employee will be consulted by the Contractor before being removed from Site. Upon termination of the secondment the Employee will return to the Employees company home base (Parent Company)

**3 HOURS OF WORK AND OVERTIME**

- 3.1 The Site hours of work will comply with those stipulated in the SSA in terms of the different Shift Pattern, the Employees hours of work is attached to the Employee's employment contract, Appendix "A".
- 3.2 The Shift start and finish times will be as agreed.
- 3.3 The hours set out in Appendix "A" could be increased or reduced according to Site requirements following negotiations between the parties.

- 3.4 The hours worked in excess of Industry normal hours (MEIBC 40 and Civil 45) per week will be paid as overtime in accordance with the Industry Agreements.

#### **4 TRANSPORT**

- 4.1 The Employee will be provided with transport to and from his/her place of work from a designated area under the following conditions:
- 4.1.1 The transport is safe and complies with the road safety ordinances;
  - 4.1.2 The employee agrees that the transportation to and from work is for that purpose only;
  - 4.1.3 The employees are transported on set bus routes – this will only change after consultation with the employee;
  - 4.1.4 Any changes to the transportation may only be implemented after consultation with the employee.

#### **5 ACCOMMODATION AND MEALS**

The Employee will be provided with single status accommodation and two meals and a lunch pack per day during his/her secondment to Site.

#### **6 LONG WEEKENDS AND SHUTDOWNS**

There will be six (6) Long weekends every year:

##### **6.1 Easter Weekend**

The Site will close at lunchtime on Thursday prior to Good Friday and will re-open on Tuesday after Family Day at normal starting time.

##### **6.2 Annual Shutdown**

The Site shall as a general policy close between Christmas Day and New Year's Day. To facilitate essential and priority work, the Site will remain open for a period to be agreed to with the EPMT and the SPF.

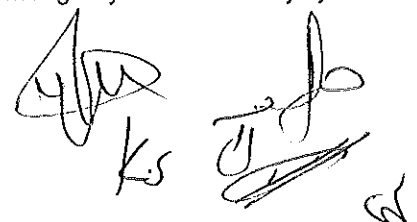
##### **6.3 And four (4) other weekends which will be agreed to at the SPF.**

#### **7 OTHER CONDITIONS**

- 7.1 The conditions of employment not specifically dealt with in this secondment contract will be those prevailing in the Industry Agreements, PA, SSA and the Contractor's policies, general rules and regulations.
- 7.2 The Employee shall, upon being demobilized, receive a "certificate of service" recording his/her employment and training on the Site.

#### **8 HEALTH AND MEDICAL TESTING**

- 8.1 The Employee acknowledges that exposure to hazardous conditions may occur and undertakes to take all reasonable steps to protect him/herself from the dangers of contracting any diseases or injury

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and to comply with all Project procedures, recommendations, guidelines and preventative measures that may apply with regard to Occupational Health, Safety , Hygiene and Environment.

- 8.2 The Employee will be required to submit to a medical examination prior to commencing work on the Site. All Employees will be required to submit to an exit medical examination prior to the termination of employment for whatever reason.
- 8.3 The Employee hereby consents to the medical examinations referred to in this clause and to any other medical examinations as and when required by the Contractor for any reason justifiable in terms of the law.

## 9 CONTRACTORS TOOLS, EQUIPMENT AND PROPERTY

- 9.1 The Employee accepts responsibility for the safe and efficient use of the Contractor's property including small tools and equipment and will be held financially liable for any negligence loss or damage caused to the Contractor's property due to he/she negligence which negligence will be established after the conclusion of a Disciplinary Inquiry in terms of the applicable procedure.
- 9.2 If proven to be negligent, the Contractor may deduct the cost of the damage occasioned by the employee's breach of clause 9.1 from remuneration and or monies owed to the Employee by the Contractor after an investigation into the matter and after the conclusion of a Disciplinary Inquiry in terms of the applicable procedure and with the consent of the employee.

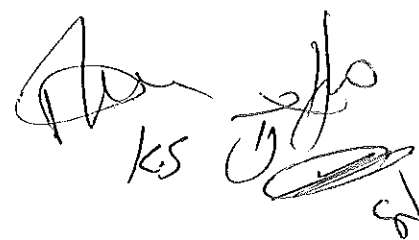
## 10 RULES AND REGULATIONS

The Employee will be required to adhere to all rules and regulations, including any specific occupational health and safety regulations in place on the Site. These rules and regulations will be explained to the Employee at the induction course when he/she arrives on the Site.

## 11 EMPLOYEE UNDERTAKING

The Employee undertakes:-

- 11.1 to abide by all conditions of employment;
- 11.2 to channel all grievances through the correct procedures;
- 11.3 to respect fellow employees as individuals and respect each individual's freedom of choice;
- 11.4 to work safely and not endanger fellow employees;
- 11.5 to recognize that the success of the Site represents an important development milestone for the \_\_\_\_\_ Region;
- 11.6 not to participate in unlawful and/or unprocedural industrial action;
- 11.7 to abide by all Site rules and regulations;
- 11.8 to comply with the SSA, as may be amended from time to time;
- 11.9 to work the Site hours in the SSA and overtime when required to do so;
- 11.10 not to be absent without prior written permission;



11.11 to work to the best of his/her ability in compliance with his/her contractual obligations towards his/her employer.

## 12 DISPUTES

The Employee agrees that those disputes that cannot be resolved by the parties, including those relating to proposed changes to terms and conditions of employment, working conditions, benefits and other matters arising out of the employment relationship, grievances, alleged unfair discrimination and/or dismissal, will be dealt with through the dispute procedure in the PA and the relevant provisions of the Act.

## 13 HOME ADDRESS

The Employee confirms his/her permanent home address to be:-

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

## 14 PAYMENT OF WAGES

14.1 The payment of wages will be done monthly one week in arrears by electronic transfer into the Employee's bank account.

14.2 The details of the Employee's bank account are as follows:

Bank: \_\_\_\_\_

Account Number: \_\_\_\_\_

Branch: \_\_\_\_\_

## 15 HOME BASE CONDITIONS OF EMPLOYMENT

The conditions contained herein will be valid during the Employee's secondment to the Site. Upon termination, the Employee will revert to the conditions applicable to him/her prior to his/her secondment to the Site.

I, the undersigned, hereby acknowledge that the conditions of this Secondment Contract of Employment, as set out in Clause 1 to 16 above, have been explain to me and that I understand and accept these terms and conditions as binding upon me during my period of employment on the \_\_\_\_\_ Site.

\_\_\_\_\_

\_\_\_\_\_

K.S.

\_\_\_\_\_

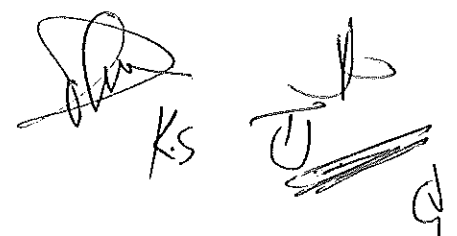
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Signature of Employee

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For the Contractor,  
Duly authorised.



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**ANNEXURE "K" LDC CORE SECONDED EMPLOYEES****CORE EMPLOYEES SECONDED TO THE \_\_\_\_\_ PROJECT ON A LIMITED DURATION CONTRACT OF EMPLOYMENT**

Name of Employee: \_\_\_\_\_

Employee Number: \_\_\_\_\_

There are specific conditions of employment applicable to the \_\_\_\_\_ Site ("the Site") and this need to be accepted by the Employee prior to his/her secondment to the Site.

Employee's conditions of employment specific to the Site and for the period stated below will be in accordance with the PA and Site Specific Agreement ("the SSA") for the Site and is as follows:

**1. POSITION AND WAGES**

- 1.1 The Employee is engaged as a \_\_\_\_\_ in (Industry) (Employment Group as per company grading) to perform (specify task),
- 1.2 The Employee's rate of pay upon secondment to the Site will be R..... per hour
- 1.3 Any increase to the Employee's wage rate will be as per the standard wage rates applicable on the Site as per **Annexure "L"** and **"M"** of the SSA.
- 1.4 The payment of wages will be done by the relevant Company who is the employer of the employee.

**2. PERIOD OF SECONDMENT TO THIS PROJECT**

- 2.1 The period of the Employee's secondment to the Site shall not exceed the time for which his/her services are required on the Site or a particular phase thereof, with due regard for the requirement of his/her particular skill at that time. At the completion of the job/task the Employee will be returned to the Employee's company home base (Parent Company).
- 2.2 The Employee's secondment will automatically terminate if the EPMT requests his/her removal from Site, however the affected employee will be consulted by the Contractor before being removed from Site. Upon the termination of the secondment the Employee will be returned to the Employee's company home base (Parent Company).

**3. HOURS OF WORK AND OVERTIME**

- 3.1 The Site hours of work will comply with those stipulated in the SSA in terms of the Shift Pattern, the Employees hours of work are attached to the Employee's employment contract **Appendix "A"**.
- 3.2 The shift start and finish times will be as set out in the SSA.
- 3.3 The hours of work set out in **Appendix "A"** could be increased or reduced according to Project requirements following negotiations between the parties.

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- 3.4 Hours worked in excess of Industry normal hours (MEIBC 40 and Civil 45) per week will be paid as overtime in accordance with the Industry Agreements.

#### 4. TRANSPORT

- 4.1 The Employee will be provided with transport to and from his/her place of work from a designated area under the following conditions:
- 4.1.1 The transport is safe and complies with the road safety ordinances;
  - 4.1.2 The employee agrees that the transportation to and from work is for that purpose only;
  - 4.1.3 The employees are transported on set bus routes – this will only change after consultation with employees;
  - 4.1.4 Any changes to the transportation may only be implemented after consultation with the employees.

#### 5. ACCOMMODATION AND MEALS

The Employee will be provided with single status accommodation and two meals and a lunch pack per day during the secondment.

#### 6. LONG WEEKENDS AND SHUTDOWNS

There will be six (6) Long weekends every year:

6.1 Easter Weekend

The Site will close at lunchtime on Thursday prior to Good Friday and will re-open on Tuesday after Family Day at normal starting time.

6.2 Annual Shutdown

The Site shall as a general policy close between Christmas Day and New Year's Day. To facilitate essential and priority work, the Site will remain open for a period to be agreed to with the EPMT and the SPF.

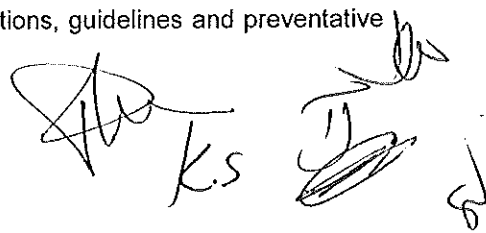
6.3 And four (4) other weekends which will be agreed to at the SPF.

#### 7. OTHER CONDITIONS

- 7.1 The conditions of employment not specifically dealt with in this secondment contract will be those prevailing in the Industry Agreements, PA, Site Specific Agreement and the Company's policies, general rules and regulations.
- 7.2 The Employee shall, upon termination, receive a "certificate of service" recording his/her employment and training on the Site.

#### 8. HEALTH AND MEDICAL TESTING

- 8.1 The Employee acknowledges that exposure to hazardous conditions may occur and undertakes to take all reasonable steps to protect him/herself from the dangers of contracting any diseases or injury and to comply with all Site procedures, recommendations, guidelines and preventative

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measures that may apply with regard to Occupational Health, Safety , Hygiene and Environment.

8.2 The Employee will be required to submit to a medical examination prior to commencing work on the Site. All Employees will be required to submit to an exit medical examination prior to the termination of employment for whatever reason.

8.3 The Employee hereby consents to the medical examinations referred to in this clause and to any other medical examinations as and when required by the Contractor for any reason justifiable in terms of the law.

#### 9. CONTRACTORS TOOLS, EQUIPMENT AND PROPERTY

9.1 The Employee accepts responsibility for the safe and efficient use of the Contractor's property including small tools and equipment and will be held financially liable for any negligence loss or damage caused to the Contractor's property due to he/she negligence which negligence will be established after the conclusion of a Disciplinary Inquiry in terms of the applicable procedure.

9.2 If proven to be negligent, the Contractor may deduct the cost of the damage occasioned by the employee's breach of clause 9.1 from remuneration and or monies owed to the Employee by the Contractor after an investigation into the matter and after the conclusion of a Disciplinary Inquiry in terms of the applicable procedure and with the consent of the employee.

#### 10. RULES AND REGULATIONS

The Employee will be required to adhere to all rules and regulations, including any specific occupational health and safety regulations in Place on the Site. These rules and regulations will be explained to the Employee at the induction course when he/she arrives on Site.

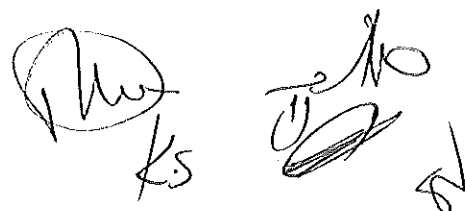
#### 11. DISPUTES

The Employee agrees that those disputes that cannot be resolved by the dispute resolutions committee, including those relating to proposed changes to terms and conditions of employment, working conditions, benefits and other matters arising out of the employment relationship, grievances, alleged unfair discrimination and/or dismissal, will be dealt with through the dispute resolution procedure in the PA and the relevant provisions of the Act.

#### 12. EMPLOYEE UNDERTAKING

The Employee undertakes:-

- 12.1 to abide by all conditions of employment;
- 12.2 to channel all grievances through the correct procedure;
- 12.3 to respect fellow employees as individuals and respect each individual's freedom of choice;
- 12.4 to work safely and not endanger fellow workers;
- 12.5 to recognize that the success of the Site represents an important development milestone for the \_\_\_\_\_ Region;



- 12.6 not to participate in unlawful or unprocedural industrial action;
- 12.7 to abide by all Project site rules and regulations;
- 12.8 to comply with the Site Specific Agreement (SSA), as may be amended from time to time;
- 12.9 to work the Site hours in the SSA and overtime when required to do so;
- 12.10 not to be absent without prior written permission;
- 12.11 to work to the best of he/she ability in compliance with he/she contractual obligations towards his/her employer.

**13. HOME ADDRESS**

The Employee confirms his/her permanent home address to be:-

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

**14. PAYMENT OF WAGES**

The payment of wages will be done monthly one week in arrears by electronic transfer into the Employee's bank account.

**15. BANK DETAILS**

The details of the Employee's bank account are as follows:

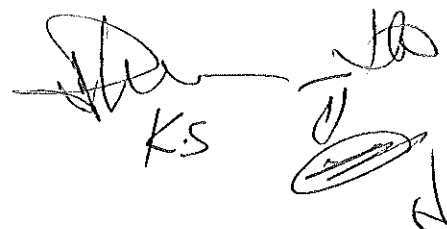
Bank: \_\_\_\_\_

Account Number: \_\_\_\_\_

Branch: \_\_\_\_\_

**16. HOME BASE CONDITIONS OF EMPLOYMENT**

The conditions contained herein will be valid during the Employee's secondment to the Site. Upon termination, the Employee will revert to the conditions applicable to him/her prior to his/her secondment to the Site.

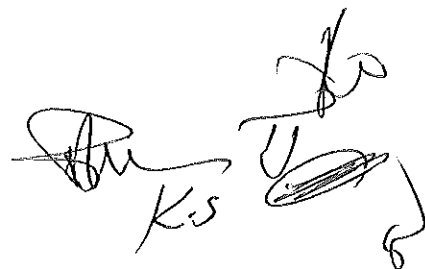
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I, the undersigned, hereby acknowledge that the conditions of this Secondment Contract of Employment, as set out in Clause 1 to 16 above, have been explain to me and that I understand and accept these terms and conditions as binding upon me during my period of employment on the \_\_\_\_\_ Site.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
For the Contractor,

Duly authorised.

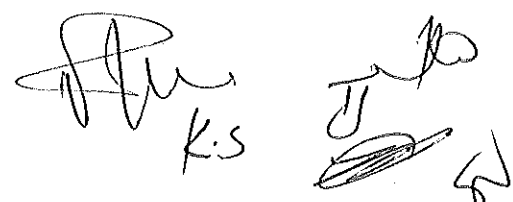
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## ANNEXURE "L" BCCEI INDUSTRY WAGE RATES

Task Grade	Occupational Group	Job Title	Promulgation In 2013 – 28 February 2014	1 March 2014 – 31 August 2014	1 September 2014 – 31 August 2015
1	General Worker	General Worker	22.56	22.89	25.18
2	Site Support	Artisan Aid	22.66	23.14	25.45
	Construction Hand Grade IV	Structures Construction Hand Premix Paving Checker Steel Bending Machine Operator Civil Construction Bricklayer Gr II			
	Operator Grade V	Boom Scraper Operator Pedestrian Roller Operator			
	Checker	Checker			
	Chainman	Chainman			
3	Construction Hand Grade III	Shutterhand Gr III Concrete hand Gr II	23.29	23.79	26.16
	Operator Grade IV	Track Rig Operator (general) Bore Pile Operator Drilling Supervisor			
	Site Support	Junior Clerk			
4	Construction Hand Grade II	Shutterhand Gr II Reinforcing Hand Gr II Concrete Hand Gr I Fence Erector Guard Rail Erector	24.08	24.58	27.04
	Operator Grade III	Concrete Mixer Operator Continuous Flight Auger Operator Batch Plant Operator Concrete Dumper Operator Concrete Pump Operator Tower Crane Operator General Premix Roller Operator Milling Machine Operator Paver Operator Excavator Operator Front End Loader Operator TLB Operator Dozer Operator Grader Operator (general) Gunite Nozzlemaster			
	Driver Grade II	Motorcycle Driver Tractor Driver Light Motor Vehicle Driver Driver Operator Heavy Duty Driver (rigid) Extra Heavy Duty Driver (rigid)			
	Site Support	Material Tester			
	Construction Hand Grade I	Shutterhand Gr I Piling Auger Machine Operator Reinforcing Hand Gr I Pipelayer Gr I Kerblayer Gr I Civil Construction Bricklayer Gr I			
5	Operator Grade II	Mobile Crane Operator Screed Operator Scraper Operator	28.55		31.12
	Driver Grade I	Heavy Duty Driver (articulated) Extra Heavy Duty Driver (articulated)			
	Site Support	Assistant surveyor			
	Operator Grade I	Grader Operator (final level)			
6	Operator Grade I	Grader Operator (final level)	32.42		35.33
7		Supervisor Gr II Plant Serviceman	36.13		40.47
8		Supervisor Gr I	41.63		45.37
9	Artisan	Diesel Mechanic, Fitter & Turner, Auto Electrician, Boilermaker, Spray Painter,	47.04		51.28

**NOTE:**

- A Project Allowance (minimum) will be applied for Task Grade 1-4 employees as per the LPF resolution adopted. New employees will only qualify for the Project Allowance after 8 weeks. Benefits will accrue at his / her actual industry rate.
- A Project rate will be applied for Task Grade 5-9 employees as per the Standardization Agreement adopted by the LPF. New employees joining after 01 October 2013 will not qualify for a Standardization adjustment. Benefits will accrue at Project rates and for those employees joining after the 1 October 2013 at his / her actual industry rate.
- All new employees joining the Project after Project Minimum rates and Standardization rates were implemented will be employed at or above the relevant Industry minimum wage rate.

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## ANNEXURE "M" MEIBC INDUSTRY WAGE RATES

Cat	Project Rate	Rigging / Structural	Painting / Driving / Admin.	Welding	Pipe Fitting	Scaffolding	Electrical	Instrument Mech.	Mechanical
5	R 56.08	Artisan Rigger.	Junior Foreman.	Artisan Welder – 6G. Welder double coded.	Artisan Pipe Fitter. Plumber.		Artisan Electrician.	Artisan Instrument Mechanic	Artisan Boilermaker. Artisan Mech. Fitter.
4	R 51.20	Erection of Structural steel utilising drawings and cranes under supervision. Carry out on site modifications. Use of Theodolite. Foreman Steel Erection. Scaffold Inspector.	Supervise Painting Operating crane over 25T. Foreman painting. Operator overhead crane.	Welding subject to ultrasonic and radiographic examination.	Pipe Fitter. Levelling and installing pre-prepared pipe work and fittings using drawings		Termination of cables including soldering and including harnessing wires to pre-prepare schedules	Install small bore tubing – Termination of ends to pre-prepared schedules, running of harnesses and installation of terminal blocks.	Installing, setting out and install to drawing. Carry out on site modifications. Fabricate to drawings.
3	R44.04	Supervise cladding. Complete H/rail installation. Assy s/work to drawings.	Supervise grade 1 & 2. Stores attendant. Clerical Assistant. Operating Crane up to	Welding 2G to 5G. Welder B class. Welder	Setting and aligning pipes and joints.	Supervision of Erection of Scaffolding utilising	Surface mounting of junction boxes and auxiliary	Install air supply tubing. Install bracken's, frames and	Boiler maker semi-skilled. Assembly of

5 June 2014

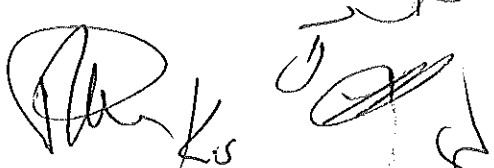
		Supervise Cat 1&2. Drill including sharpen. Use dumpy level. Sort s/work to drawing. Rigger semi-skilled. Steel Erector.	25T. Operator Mobile Crane. Operator Tower Crane. Truck Driver Site Clerk. Paramedic BLS. Safety officer. Storeman. Drafts Man. Driver Bus. Handyman.	CO2.Welder Flux Core. Welder Semi Skilled. Welder Single Coded. Welder Stick. Welder Structural.	Drilling including sharpening. Plumber semi-skilled. Pipe fitter assistant.	drawings. Carpenter Semi Skilled.	equipment including trays/racks/pan els. Drilling Glandings. Electrician Semi Skilled.	wire-ways. Install control panels, equipment and instruments under supervision.	pre-fabricated components. Fitter semi- skilled. Mechanic Semi skilled. Operator Machine. Operator sheet metal.
2	R33.16	Steel Catching. Bolter. Slingsing. Operate power hoists. Affix cladding. Operate gas cutting equipment. Lift by rope, chain block, hand winch, and titor. Rigger assistant. Roof Sheeter. Sheeter. Grind to marks. Install flooring, handrails, stair treads.	Operate shot blast gun. Operate mobile lift. Operator Alimak. Access Controller. Operator Cherry Picker. Operator assistant. Safety Officer Jnr. LDV Driver. Tractor Driver . Forklift Driver. Stores Attendant, Clerical Assistant. Operator TLB. Operator wheelabrator. Operator (assistant) 160 crane. Painting	Tack welding runs up to 50mm. Welding in jigs. Learner welder. Welder Assistant.	Preparing, cutting, dressing by hand of pipng to be erected. Cutting by oxy-acet. to marks. Install pre- prepared flanged and screwed pipes. Cutting to stops and marks. Grind	Erection of scaffolding under supervision using pipes and fittings. Erection of Scaffolding frames under supervision. Chargehand assistant. Finisher.	Prepare cables for termination. Cable Puller Electrician Assistant	The running of pre prepared harnesses to instruments and machines including termination of ends under supervision of Cat.	Artisan aid. Boiler Maker assistant. Diesel Mechanic Assistant. Mechanical assistant.

	Assembling on ground including bolting. Fetter. Operator Grinder. Crane assistant.	Assistant. Application of coatings other than anti-corrosive Application of anti-corrosive coatings. Cleaning by W/brush. First Alder. Material Controller. Operator Pot. Operator Spray Painting. Operator Tally Handler. Surveyor Assistant. Workshop Assistant.		to marks.				
1	R18.66	Apprentice. GENERAL LABOURER Entry rate R18.66. The wage increase for Cat 2 to 5 will be as published in the MEIBC Main Agreement and Annexure M will be automatically adjusted accordingly. When an employee returns to his/her parent company they will revert back to industry wage rates.						

## NOTE:

- A Project Allowance (minimum) will be applied for Cat 1 employees as per the LPF resolution adopted. New employees will only qualify for the Project Allowance after 8 weeks. Benefits will accrue at his / her actual industry rate.

- A Project rate will be applied for Cat 2-5 employees as per the Standardization Agreement adopted by the LPF. New employees joining after 01 October 2013 will not qualify for a Standardization adjustment. Benefits will accrue at Project rates and for those employees joining after the 1 October 2013 at his / her actual industry rate.
- All new employees joining the Project after Project Minimum rates and Standardization rates were implemented will be employed at or above the relevant Industry minimum wage rate.



**ANNEXURE "N" TOOL POLICY FOR SHUTTERHANDS**

The Contractor will assist employees who qualify to acquire a basic set of tools required to perform their duty by purchasing the tools on their behalf.

**1. EMPLOYEES IN POSSESSION OF THEIR OWN TOOL BOX AND TOOLS**

- 1.1 The employee's toolbox will be inspected in February and August by the Foreman according to the Toolbox Inspection Form attached.
- 1.2 Any shortfall or damaged tools will be supplied or replaced by the Contractor and the cost thereof will be deducted from his March and September wages respectively.
- 1.3 Each employee will receive a tool allowance of R350.00 in March and also in September of each year.

**2. EMPLOYEES NOT IN POSSESSION OF THEIR OWN TOOLBOX AND TOOLS**

- 2.1 The Contractor will purchase the toolbox and tools on the Employee's behalf as per the Tool Issue Form attached.
- 2.2 The cost thereof will be deducted from the employee's wages at R50.00 per month starting in the first month after the tools were issued to the employee.
- 2.3 If the employee leaves the Project prior to the full payment of the amount the amount outstanding will be deducted prior to departure.
- 2.4 These employees will then be in possession of a toolbox and tools and will then qualify for the tool allowance, etc. as stipulated in items 1.1, 1.2 and 1.3 above. The first tool allowance will be calculated on a pro-rata basis depending on the date the new tools were bought.

- 3. Any employee seconded to the Project, who has more favorable conditions, will continue to receive them.

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## KUSILE/MEDUP/ PROJECT

## CIVIL ENGINEERING CONTRACTORS

## TOOLBOX INSPECTION FORM

EMPLOYEE NAME: \_\_\_\_\_ COMPANY NO. \_\_\_\_\_

OCCUPATION: \_\_\_\_\_ DATE OF INSPECTION: \_\_\_\_\_

QUANTITY	TOOL DESCRIPTION	CHECKLIST FOREMAN	BY	Amount R c
	Toolbox krost			
	Fish line 30m x 60 kg			
	Chalk line			
	Rafter square 600 x 400			
	Nail bag			
	Cross cut saw 600 mm			
	Hack saw			
	5 m GP tape			
	Spirit level 750 mm			
	Shifting spanner 350			
	Estwing claw hammer			
	Wrecking bar 750mm			
	Padlock			
	Cold chisel 25 x 300 mm			
	2 kg Hammer			
	Ring/Flat spanner 16mm			

I the undersigned acknowledge receipt of tools to the value of R\_\_\_\_\_. This amount can be deducted from my wages at the same time the tool allowance is paid.

EMPLOYEE SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

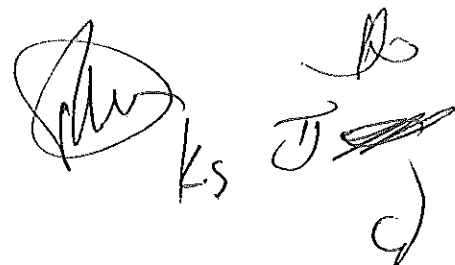
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FOREMAN'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

COMPANY REPRESENTATIVE

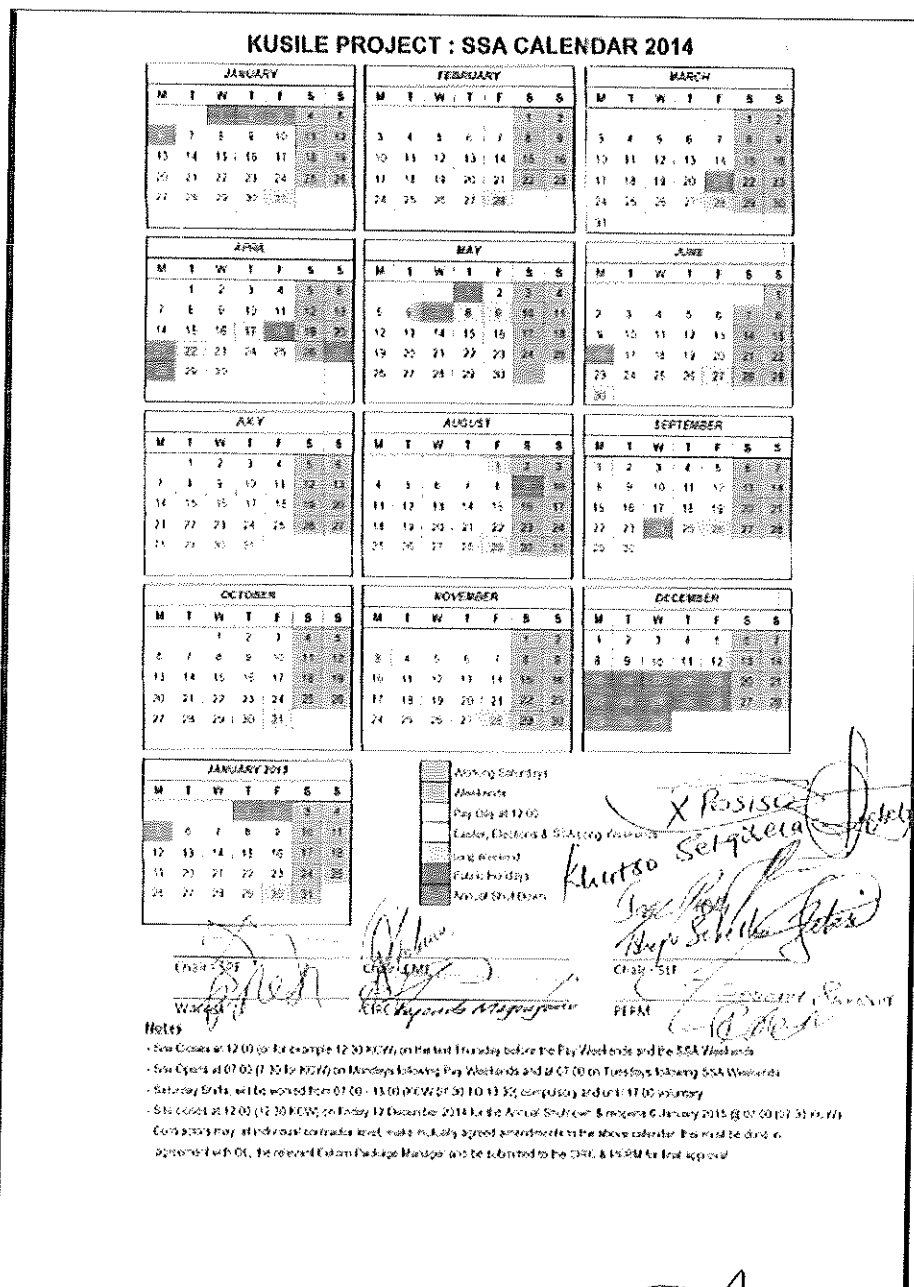
SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

COPIES TO: SITE ADMIN, FOREMAN, WAGE DEPT, and PERSONNEL

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**ANNEXURE "O1" PROJECT CALENDAR****Project Calendar/Kusile:**

1. The Project Calendars will be agreed at the relevant Site Partnership Forum.
2. The Project Calendars that are agreed will form the basis of all Project SSA working calendars going forward and will not be amended.
3. However, Contractors may at individual contractor level make mutually agreed amendments to the calendar. This must be done in agreement with organised labour, the relevant Eskom package manager and be submitted to the CIRC and PERM for final approval.
4. The following calendar has been agreed for Kusile for 2014.
5. The following calendar has been agreed for Medupi for 2014. — *once finalised annexure 02.*



## ANNEXURE "P" FULL TIME HEALTH AND SAFETY REPRESENTATIVE AGREEMENT

### 1. INTRODUCTION

As per the LPF resolution adopted 5 June 2014, the parties in principle agreed to the following;

1.1 Full Time Health and Safety Representatives will be appointed on Site based on the following principles;

- 1.1.1 It is called a Full Time Health and Safety Representative
- 1.1.2 Remuneration the same as the Full Time Shop Steward, except for the car and houses;
- 1.1.3 5 for Kusile and 4 for Medupi, the representatives will be deployed in both the mechanicals industry and civil industry.
- 1.1.4 Full Time Health and Safety Representatives will be elected by the trade unions in terms of their constitutions.
- 1.1.5 Report to the CIRC as per current Full Time Shop Stewards model. But the trade union needs to be involved.
- 1.1.6 Roles of the Full Time Health and Safety Representatives should include but is not limited to the Act.
- 1.1.7 The proposals as made by the employers will be drafted by taking these principles into account.
- 1.1.8 All the Full Time Health and Safety Representatives will be trained
- 1.1.9 In terms of applicable legislation the above constitutes a collective agreement between the parties.

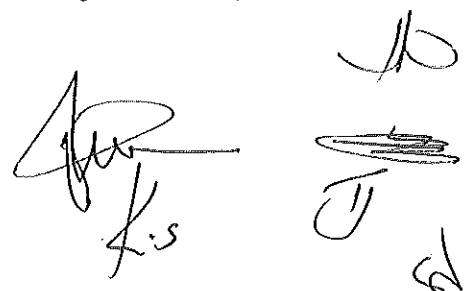
### 2. SCOPE AND APPLICATION

2.1 To provide for the roles and responsibilities of the Full Time Health and Safety Representatives who will support the health and safety of persons at work, and the structures and systems to protect persons from hazards arising out of or in connection with activities at the place of work.

2.2 Full Time Health and Safety Representatives positions will be for the duration of the Project.

2.3 The objective of this agreement is to actively promote the implementation of a healthy and safe environment and to adhere to the objectives of the Occupational Health and Safety Act. The Parties recognize the uniqueness of the Project and that it resorts under the domain of the Civil Engineering Industry as defined in the "Scope of Application" in the Sectoral Determination and the Mechanicals Industry Main Agreement.

2.4 This agreement does not relieve any party or person from his/her obligations as required in terms of the OHSA and/or other relevant safety legislation.

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### 3. DEFINITIONS

- 3.1 "Act" means the Occupational Health and Safety Act 85/1993.
- 3.2 "Agreement" means this Full Time Health and Safety Agreement entered into between the parties.
- 3.3 "Competent Person" means any person having the knowledge, training, experience and qualifications specific to the work or task being performed; provided that where the appropriate qualifications and training are registered in terms of the South African Qualifications Act, 85/1995, these qualifications shall be deemed to be the required qualifications and training.
- 3.4 "Election of Full Time Health and Safety Representatives" means an employee who is permanently employed by his/her employer, qualifies to be a safety representative in terms of the Act, and is elected by the Trade Union for this purpose.
- 3.5 "Health and Safety activities" shall mean construction work carried out of a Civil Engineering and Electrical and Mechanical Engineering nature and shall be regulated by the Occupational Health and Safety Act
- 3.6 "Legislation" means any applicable statute, law, rule, regulation, code, ordinance, judgment, decree, writ order or like of a central provincial or local authority of the Republic of South Africa.
- 3.7 "Safety Representative" means an employee elected in terms of this agreement to act as a safety representative for the workplace or such different sections thereof for which he/she has been elected to represent employees.
- 3.8 "Safety Committees" mean such committees established for the workplace(s) or a section(s) thereof with a view to initiate, develop, promote, maintain and review measures to ensure health and safety of persons and employees at the workplace.

### 4. PURPOSE

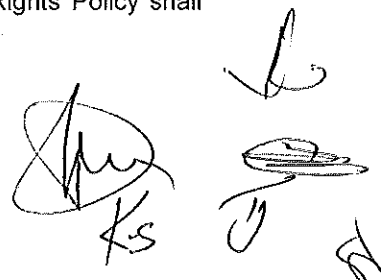
- 4.1 The purpose of this agreement is to regulate the appointment, duties and responsibilities of Full Time Health and Safety Representatives on the Medupi and Kusile Projects with the intention to support and improve current health and safety systems, structures, processes and procedures in place.

### 5. STRUCTURES

- 5.1 The Full Time Health and Safety Representatives will be integrated into existing Project Health and Safety structures, forums and committees as determined in terms of Eskom's Health and Safety policies and procedures..

### 6. ELECTION AND NOMINATION OF FULL TIME HEALTH AND SAFETY REPRESENTATIVES

- 6.1 Trade Unions recognized on Site as per the PA and Organisational Rights Policy shall elect a suitable Full Time Health and Safety Representative for the Site.

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- 6.2 The Trade Union shall consult in good faith with Contractors, Client and Employees regarding the arrangements for the nomination and election of Full Time Health and Safety Representatives.
- 6.3 The number of Full Time Health and Safety Representatives shall be a maximum of five (5) for the Kusile Project and four (4) for the Medupi Project.
- 6.3.1 Kusile 3 x Full Time Health and Safety Representatives for Mechanicals and 2 x Full Time Health and Safety Representatives for Civils.
- 6.3.2 Medupi 2 x Full Time Health and Safety Representatives for Mechanicals and 2 x Full Time Health and Safety Representatives for Civils.
- 6.4 Full Time Health and Safety Representatives should be elected in terms of the Trade Union Constitution and should the Trade Unions' recognition be withdrawn on Site the Full Time Health and Safety Representative will become redundant.
- 6.5 Training and Competencies:
- 6.5.1 Elected Full Time Health and Safety Representatives will be required to complete the following specialist training courses within 3 months of election;
- 6.5.1.1 SAMTRAC
- 6.5.1.2 ARCAT
- 6.5.1.3 IRCON / HIRA
- 6.5.2 Persons that are elected must successfully complete these courses and be found competent within 6 months following appointment as a Full Time Health and Safety Representative.
- 6.5.3 In the event of 6.6.2 above the nomination and election process will start again.

## 7. FUNCTIONS OF FULL TIME HEALTH AND SAFETY REPRESENTATIVES

- 7.1 A competent Full Time Health and Safety Representative may perform the following functions in terms of a workplace:
- (a) review the effectiveness of health and safety measures
  - (b) identify potential hazards and potential major incidents at the workplace or sections thereof
  - (c) in collaboration with the relevant contractor, examine the cause of incidents at the workplace
  - (d) investigate complaints by an employee relating to that employees health or safety at work
  - (e) make representations to the Principal Contractor or the Health and Safety Committee on matters from paragraphs (a), (b), (c) or (d) or where such representations are unsuccessful to the Department of Labour
  - (f) making representations to the Principal Contractor on general matters affecting the health and safety of employees at the workplace or section thereof
  - (g) inspect the Site with a view to Health and Safety at that Site at such intervals as may be agreed with the Principal Contractor.

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(h) receive information from the Department of Labour as is contemplated in the Act in his/her capacity as a Health and Safety Representative, attend meetings of the Health and Safety Committee at the relevant discipline (Mechanicals / Civils) committees on Site.

7.2 Full Time Health and Safety Representatives shall, in respect of the Site for which he/she has been designated be entitled to:

- 7.2.1 visit the workplace where an incident has occurred at reasonable times and attend any inspection or investigation.
- 7.2.2 attend any investigation or formal enquiry held in terms of the Act
- 7.2.3 in so far as it is reasonably necessary for the performing of his/her functions, inspect any documentation which the Principal Contractor is required to keep in terms of the Act
- 7.2.4 accompany the Department of Labour on inspections
- 7.2.5 with the approval of the Principal Contractor be accompanied by a technical adviser on any inspection
- 7.2.6 participate in internal health and safety audits

7.3 Contractors shall provide such facilities, assistance and training as a Full Time Health and Safety Representative may reasonably require and as agreed upon for the carrying out his/her duties.

7.4 The Full Time Health and Safety Representative will furthermore support employees to ensure that they fulfil their Health and Safety duties.

## 8. PERIOD OF OFFICE

8.1 Full Time Health and Safety Representatives will be elected for a term of office as per the Trade Unions constitution.

8.2 Should a Full Time Health and Safety Representative leave his / her position for the reason contained in clause 8.3 or 8.4 below then the relevant, recognized Trade Union would need to nominate and elect a new Full Time Health and Safety Representative in terms of this Agreement.

8.3 Criteria for termination of office of a Full Time Health and Safety Representative are;

- 8.3.1 upon expiry of his/her term of office
- 8.3.2 upon transfer outside his/her designated workplace he/she was elected for
- 8.3.3 when he/she resigns as a Full Time Health and Safety Representative
- 8.3.4 when his/her service has being terminated for whatever reason

8.4 Should the employer of the Full Time Health and Safety Representative complete its contractual obligation on Site, the Full Time Health and Safety Representative will be returned to his / her home base or parent company and vacate his / her position as a Full Time Health and Safety Representative.

## 9. REPORTING STRUCTURES

- 9.1 The Full Time Health and Safety Representative will report to the Project CIRC for operational and administrative purposes. ~~as~~ and the union
- 9.2 The Full Time Health and Safety Representative will report to the agreed Principal Contractor Health and Safety Manager for day to day Health and Safety responsibilities, at the discretion of the relevant Principal Contractors.~~delete~~
- 9.3 The Full Time Health and Safety Representative will have an obligation to the Trade Union which elected him / her and as such will also report to his / her Trade Union.
- 9.4 In order for the Full Time Health and Safety Representative to fulfill his / her duties the relevant Employers' health and safety manager will support the Full Time Health and Safety Representatives.

## 10. REMUNERATION AND BENEFITS

The Full Time Health and Safety Representatives will receive the same remuneration and benefits as the Full Time Shop Stewards on the Project (as per the LPF resolution on the Standardization of Full Time Shop Steward Benefits) however they will not be provided with accommodation or vehicles. Full Time Health and Safety Representatives will be appointed in writing as agreed between the relevant Trade Union and the CIRC clearly indicating the date of appointment, and be remunerated accordingly. Contractors and Full Time Shop Stewards will support the Full Time Health and Safety Representatives to get access to transport to the work areas on Site through amongst other means pooling vehicles.

## 11. DISPUTE PROCEDURE

All disputes relevant to this agreement will be dealt with in accordance of the Dispute Resolution Procedure as referred to in the PA.

## ANNEXURE "Q" PAYROLL PROCEDURE

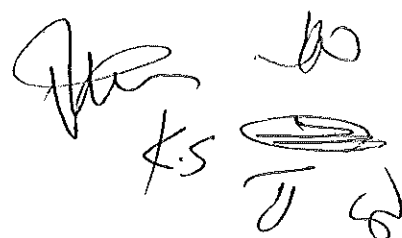
### 1. PROCEDURE

- 1.1 The auditing of all aspects of the payroll concerning compliance etc. will form a key function of the CIRC.
- 1.2 No cash payments will be made to Employees on site and wages will be transferred by bank transfer on the last Wednesday of the month.
- 1.3 Pay roll and time and attendance systems implementation is done at the discretion of the individual contractor.
- 1.4 Pay slips will be issued to the Employees during working hours the day before the pay day.
- 1.5 All pay queries will be addressed early in the morning preferably before 10h00 with the individual Contractor concerned, in terms of its procedures. Pay queries will be resolved within 3 working days of notification and payment due will be paid within a further 3 working days

1.6 Pay slips should comply with the minimum requirements of the BCEA.

2. **PAY PERIOD:**

Pay periods shall be as per the Project Calendar agreed at the SPF.

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**ANNEXURE "R" EXAMPLE SHIFT PATTERNS**

Shift patterns will be agreed at each Site SPF.

Below are examples for reference.

**1. FOUR WEEK MONTH:**

Week	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total Hrs.
1	9.50	9.50	9.50	9.50	9.50	6.50	Rest	54
2	9.50	9.50	9.50	9.50	9.50	6.50	Rest	54
3	9.50	9.50	9.50	9.50	9.50	6.50	Rest	54
4	9.50	9.50	9.50	9.50	9.50	Rest	Rest	47.5
Total								209.5

1.1 Working Week 1, 2 and 3 = 54 hours per week

1.2 Working Week 4 = 47.5 hours per week

1.3 Therefore, total working hours for a 4 week month= 209.5 hours

**2. FIVE WEEK MONTH:**

Week	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total Hrs.
1	9.50	9.50	9.50	9.50	9.50	6.50	Rest	54
2	9.50	9.50	9.50	9.50	9.50	6.50	Rest	54
3	9.50	9.50	9.50	9.50	9.50	6.50	Rest	54
4	9.50	9.50	9.50	9.50	9.50	6.50	Rest	54
5	9.50	9.50	9.50	9.50	9.50	Rest	Rest	47.5
Total								257

2.1 Working Week 1, 2, 3 and 4 = 54 hours per week

2.2 Working Week 5 = 47.5 hours per week

2.3 Therefore, total working hours for a 5 week month= 263.50 hours

## ANNEXURE "S" DEATH OF AN EMPLOYEE

In the event of the death of an employee, the following shall apply:

1. In the event of the death of an employee, the employer will be responsible for transporting the deceased to his/her home town.
2. Furthermore, one (1) 65 seater bus shall be made available by the deceased employee's employer for the purpose of transporting employees from the affected contractor to the funeral.
3. The deceased employee's employer will assist the family of the deceased with transport and accommodation to the site or head office should they need to do so.
4. The administration of the death benefits will be the responsibility of the deceased employee's employer and be in terms of its own internal policies and or Industry procedures.
5. In the event that the funeral benefits are not expedited by the insurer, the employer of the deceased employee will advance to the employee's next of kin the said amount of money to assist with the funeral arrangements. This advance will be recovered by the employer from the appropriate death benefit fund.
6. Advancing of these funds will only take place if the next of kin provide the employer with all the relevant certified documentation as is required by the insurers.
7. Travel arrangements will only be applicable for funerals within the borders of the Republic of South Africa.
8. The 65 employees attending the funeral will be paid at normal time hours at the relevant industry or Project rate for the compulsory working time (07:00 – 13:00) lost if the funeral is on a working Saturday. **according to company arrangements for working Saturdays and Friday travelling time should be paid.**
9. There will be no payment for overtime.
10. The selection process of the 65 employees will be agreed at the individual Contractor Partnership Forum.
11. Employees attending funerals on non-working Saturdays will not receive payment.
12. Employees attending funerals during the week will not receive payment. **DELETE**
13. No other allowance and / or travelling time and / or expenses will be paid. **DELETE**

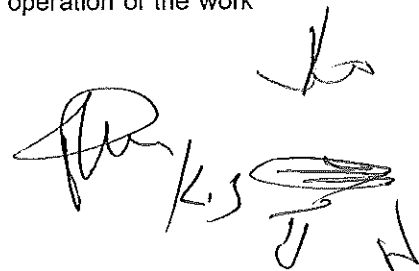
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**ANNEXURE "T" SHOP STEWARDS RIGHTS AND RESPONSIBILITIES****1. RECOGNITION OF SHOP STEWARDS**

- 1.1 Provided that each of the Trade Unions maintains Sufficient Representation, the Contractors recognise the right of the duly elected Shop Steward(s) of each Trade Union to represent and to consult on behalf of their Trade Union Members within the Site in accordance with the terms of this Agreement.
- 1.2 Such Shop Stewards shall be elected in accordance with the terms of this Agreement.
- 1.3 The right of electing Shop Stewards will be in accordance with Section 14 of the LRA.

**2. ELECTION OF SHOP STEWARDS**

- 2.1 Shop Stewards shall be elected from amongst the Employees of the Contractors at the Site.
- 2.2 Elections in respect of each Trade Union shall be held at the Site in the meeting room(s) provided to each Trade Union by Eskom for the purposes of this Agreement in terms of clause 2.1 above, at times agreed to in writing between the Management of each Contractor and the Trade Union and shall be conducted by secret ballot in accordance with the Constitution of the Union.
- 2.3 Each Trade Union shall be entitled to elect Shop Stewards in line with the content of Section 14(2) of the LRA.
- 2.4 The nomination of Trade Union Members as Shop Stewards in respect of each Contractor shall take place at a meeting of the Trade Union Members at a venue provide by the Contractor.
- 2.5 All nominations shall be duly proposed and sanctioned by such Trade Union Members. In the event of only 1 (one) person being duly nominated as Shop Steward, he/she shall be declared as duly elected.
- 2.6 Elections shall be conducted by either a Trade Union Official or a duly appointed Shop Steward in terms of the Trade Union's Constitution.
- 2.7 Shop Stewards shall be elected for a term of office as per the unions' constitution.
- 2.8 No Trade Union Member shall be eligible for election or may continue as a Trade Union Shop Steward if he/she occupies a managerial or supervisory position with the Contractor or if the position he/she holds with the Contractor may create a conflict of interest with the office of Shop Stewards.
- 2.9 The election of Shop Stewards shall not disrupt the normal operation of the work on Site.

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- 2.10 The election date and process for the election shall be agreed to with the relevant Contractor in writing at least 5 (five) working days prior to the election date, and the relevant Trade Union shall make all necessary arrangements for the election. The Trade Union shall liaise with the CIRC who shall communicate with the relevant Contractor and assist in securing a suitable date for the election process.
- 2.11 Trade Unions shall inform the relevant contractor and CIRC in writing of the names of the shop stewards so elected 7 days after the elections have taken place.

### 3. VACATION OF OFFICE

A Shop Steward shall vacate his/her office in any one of the following circumstances:

- 3.1 The expiry of the period for which he/she was elected;
- 3.2 His/her resignation as a Shop Steward;
- 3.3 The termination of his/her employment with anyone of the Contractors;
- 3.4 In the event of a petition it will be dealt with in terms of the unions constitution
- 3.5 On being promoted by the Contractor to the level of Supervisor , Manager or above;
- 3.6 On ceasing to be a Trade Union Member or a Trade Union Member in good standing;

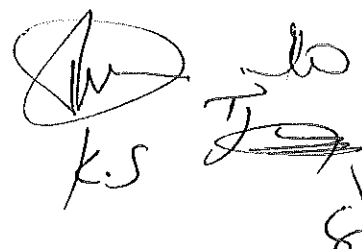
### 4. SHOP STEWARDS' RIGHTS

- 4.1 The Contractors recognise the right of Shop Stewards to represent Trade Union Members for the purpose of grievances, disciplinary matters and disputes (other than Disputes of Interest) in terms of the procedures laid down in the LRA and this Agreement.
- 4.2 Shop Stewards or, in his/her absence, a fellow Shop Steward may represent Trade Union Members during working hours without the loss of pay or fear of victimisation.
- 4.3 Shop Stewards will conform to and comply with the terms and conditions of their employment, the relevant Contractor's disciplinary and grievance procedure and the provisions of the Partnership Agreement and the LRA.
- 4.4 Shop Stewards shall only be entitled to represent the Employees employed in the constituency which they represent and employed by their own Contractor.

### 5. SHOP STEWARDS FUNCTIONS

Shop Stewards functions shall include:

- 5.1 To establish, enhance and maintain good relationships between Contractors and their Employees;

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- 5.2 To represent the interests of Trade Union Members on the Site;
- 5.3 To prevent disputes from arising and in the event of a dispute arising between the Parties and/or between any Employee and his/her Employer, to assist in the speedy and effective resolution of such dispute;
- 5.4 To take all steps reasonably available to them to ensure that the provisions of the Partnership Agreement and any other agreements concluded between the Parties are observed;
- 5.5 To monitor the Parties' compliance with the provisions of this Agreement, the Partnership Agreement, Industry Agreements the LRA and/or any other law, regulation or conditions of employment and any collective bargaining agreement concluded between the Parties and in the event of a breach of any of the provisions report the alleged breach to the relevant Contractor, the Trade Union and/or any other responsible authority or agency;
- 5.6 To consult with Management of the Contractors on matters of interest to Trade Union Members;
- 5.7 To assist and represent Trade Union Members during disciplinary and grievance proceedings at the request of a Trade Union Member; and
- 5.8 To perform any other such function as may be reasonably be required by the Parties in terms of this Agreement and/or the LRA.
- 5.9 Shop Stewards may not leave their place of work without the prior written permission of their immediate supervisor. Such permission may not be unreasonably withheld. **DELETE WRITTEN PERMISSION**

## 6. SHOP STEWARDS' TIME OFF

- 6.1.1 Site / Shop Stewards must be granted 6 days paid leave for trade union training. Arrangements for such time-off for training will be agreed by the Contractor.
- 6.1.2 In addition to this, two days on training on the contents of the PA / SSA will be granted.
- 6.1.3 Thereafter, in subsequent calendar years, Site / Shop Stewards must be granted 6 days paid leave per annum for activities organised by the Trade Unions. Arrangements for such time-off will be agreed by the Contractor.
- 6.1.4 In addition, a further one-day refresher training on the contents of the PA / SSA will be given.
- 6.1.5 Should the SPF arrange any site specific training, the days mentioned in the previous paragraph will not be included.

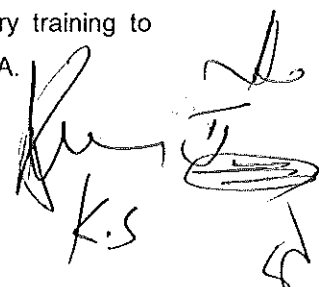
- 6.2 The Trade Unions shall communicate with the CIRC in requesting leave for such Shop Stewards and the CIRC will communicate with the relevant Contractors and seek to secure the necessary agreement of the Contractor.
- 6.3 No more than seven (7) Shop Stewards in respect of each Contractor may be on leave at the same time.
- 6.4 Each Contractor shall have the discretion to grant an application for leave, which is dependent on the operational needs and requirements of each Contractor. A Contractor may not approve leave if it adversely affects its operational needs and requirements. A Contractor shall not unreasonably refuse permission for such leave.
- 6.5 Where, as a result of any specific developments, special Shop Stewards leave on full pay may be granted in order to allow a Shop Steward to attend meetings, conferences and/or training courses. The Trade Union shall submit such request in writing to the relevant Contractor, through the CIRC, which shall be considered having regard to the Contractor's operational needs and requirements.
- 6.6 Any leave granted to a Shop Steward as contemplated in clause 6.2 above shall be subject to the relevant Contractor's operational requirements and may be withdrawn by the relevant Contractor at any time, after consultation with the Shop Steward.
- 6.7 Any leave as contemplated in terms of this clause shall not accumulate and any leave not taken within a calendar year i.e. 1 January to 31 December will be forfeited.
- 6.8 Any Employee who is a Trade Union Member and who represents the Trade Union during an official meeting shall not be required to apply for leave, provided that such Trade Union Member's particulars are provided to the relevant Contractor in writing prior to the commencement of the meeting and provided that permission is obtained from the Trade Union Member's direct manager prior to the meeting.

## 7. MEETINGS

- 7.1 All meetings will be held as per the PA and the PA Operating Procedures.
- 7.2 Feedback meetings, in terms of dates, venue, times etc. will be agreed at the SPF.
- 7.3 Jointly agreed communiques will be put on notice boards and made available to employees for the purpose of communication and information sharing with employees.

## 8. TRAINING

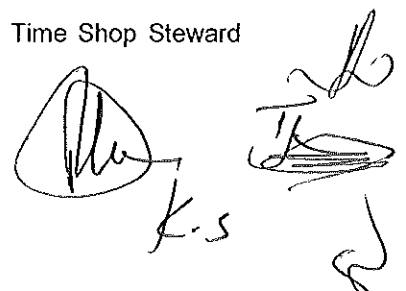
- 8.1 The Trade Union shall provide Shop Stewards with the necessary training to ensure the effective functioning of the Trade Union in terms of the LRA.

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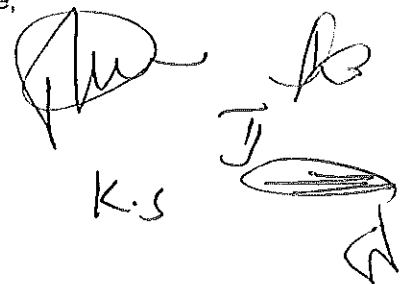
- 8.2 An amount of R55000.00 is available per signatory Trade Union annually for training of Shop Stewards. The following conditions apply;
- 8.2.1 Trade Unions must submit annually to the chairperson of the CMF their training plans for the training of site shop stewards;
  - 8.2.2 Training must be related and relevant to the site;
  - 8.2.3 Documented proof of training together with the accredited service providers details must accompany the respective Trade Unions application for funds prior to any payments being made;
  - 8.2.4 Payments will be made directly into the Trade Unions official bank account;
  - 8.2.5 Funds not being used in a year will not accumulate and be carried over to the next year.
  - 8.2.6 When a Trade Union is de-recognised for reasons mentioned in the PA that union will no longer be eligible for funds.

## 9. FULL TIME SHOP STEWARDS

- 9.1 The Parties agree that the position of a Full Time Shop Steward shall exist in respect of each Trade Union for the duration of the Project.
- 9.2 It was agreed that upon signature of the Partnership Agreement the accorded threshold for eligibility of one Full Time Shop Steward is 300 members on site and within four months after signature the threshold will increase to 500 members on site.
- 9.3 Provided that each Trade Union is Sufficiently Representative, each Trade Union shall be entitled to appoint one Full Time Shop Steward in accordance with the provisions of the relevant Trade Union's constitution. A Trade Union who has attained representation of at least 750 members at the Site, shall be entitled to appoint a second Full Time Shop Steward, and a further 1 (one) Full Time Shop Steward for every 750 members on Site thereafter.
- 9.4 The Full Time Shop Steward is a full time employee of a Contractor and/or appointed/elected by Trade Union constitution as per the organisational rights policy. ap
- 9.5 If one of the Shop Stewards elected in terms of clause 4 above is subsequently appointed to the position of Full Time Shop Steward, then a by-election shall be held in terms of the unions' constitution to fill the vacancy which has been created for another Shop Steward.
- 9.6 The term of office of a Full Time Shop Steward shall be determined in accordance with the constitution of the applicable Trade Union. A Full Time Shop Steward may be re-appointed at the end of his/her period of office.

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- 9.7 The Trade Unions shall inform the CIRC in writing of the person appointed by the Trade Union not more than 7 (seven) days after the appointment has been made.
- 9.8 The CIRC will be responsible for agreeing the core competencies required of the Full Time Shop Steward and for developing training plans to develop these competencies.
- 9.9 The primary objective of the Full Time Shop Steward shall be to communicate, consult and negotiate with the Contractors, at individual Contractor level, or at any of the partnership forums in terms of the provisions of the Partnership Agreement.
- 9.10 The Full Time Shop Steward shall represent the interest of Trade Union Members and shall use his/her best endeavours to maintain industrial peace through effective and responsible communication and liaison with Trade Union Members, Shop Stewards and Contractors.
- 9.11 The Full Time Shop Steward shall, in conjunction with the Shop Stewards, endeavour to promote, through discussion with the appropriate levels of Management, co-operation and an understanding of the relevant issues between the Contractors and the Employees in order to present and resolve disputes.
- 9.12 The Full Time Shop Steward shall use his/her best endeavours to ensure that Trade Union Members adhere to all procedural requirements and any other obligations in terms of this Agreement, the Partnership Agreement and any applicable law.
- 9.13 Should Trade Union Members act in breach of the provisions of this Agreement, the Partnership Agreement and any applicable law, the Full Time Shop Steward, in liaison with the part time Shop Stewards, shall take all steps reasonably available to him or her to assist in addressing the issue and ensuring that the Trade Union Members desist from such breach and rectify it.
- 9.14 The Full Time Shop Steward shall:
- 9.14.1 In conjunction with the CIRC, the Trade Union's training department and the Trade Union Officials, provide advice, assistance and training to the Shop Stewards on relevant legislation, Industry Agreements, other relevant or applicable collective agreements, industrial relations procedures, the Partnership Agreement, this Agreement, the Contractor/Employee relationship as well as general training and education on any relevant industrial relations issues;
- 9.14.2 Advise, assist and represent Trade Union Members at disciplinary enquiries, grievance hearings, appeal hearings as provided for in terms of any Project disciplinary code and procedure or grievance procedure;



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- 9.14.3 Represent Trade Union Members during consultations or negotiations provided for in terms of this Agreement and the Partnership Agreement;
- 9.14.4 Be actively involved in all Trade Union programmes including the recruitment of Trade Union Members on the Site; and
- 9.14.5 Carry out any other duties applicable to the Project that may reasonably be assigned to him/her in discussion with the relevant Union.
- 9.15 The Full Time Shop Steward Coordinator:  
  
A Full Time Shop Steward Coordinator will be elected from among the Full Time Shop Stewards to coordinate the Full Time Shop Stewards in carrying out their responsibilities and shall coordinate the full time shop stewards in accordance with the provisions of the Trade Union Constitution, and the Organisational Rights Policy
- 9.16 Conditions of Employment of the Full Time Shop Steward:
  - 9.16.1 Reporting Relationship for FTSS:
    - 9.16.1.1 The Full Time Shop Steward shall report both the CIRC as well the Union Official(s).
    - 9.16.1.2 The abovementioned structures shall be responsible for the supervision of the following matters as they affect the Full Time Shop Steward:
      - i. Attendance at work,
      - ii. Approval of periods of leave and any absence from work,
      - iii. Adherence to the PA/SSA,
      - iv. Taking and/or initiating any disciplinary action,
      - v. Attending of any grievances,
      - vi. Assisting in resolving issues of disagreement,
      - vii. Regulating working times,
      - viii. Administering the provisions of this agreement.
  - 9.16.2 The Full Time Shop Steward and Additional Full Time Shop Steward shall be paid at the rate as instructed by the Eskom directive.
  - 9.16.3 The Full Time Shop Stewards' remuneration will be no less than the remuneration which he was earning as an Employee immediately prior to his appointment as the Full Time Shop Steward.

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- 9.16.4 The Full Time Shop Steward shall continue to be entitled to any benefits which he is entitled to in terms of any benefit funds established in terms of the Industry Agreements applicable to him.
- 9.16.5 The Full Time Shop Steward's remuneration will be paid by the Contractors collectively and it shall be calculated on the basis of the total cost to company principle.
- 9.16.6 The Full Time Shop Steward's annual increase will be in accordance with the increases negotiated at industry level in terms of the Industry Agreements applicable to him/her at the MEIBC or the BCCEI.
- 9.16.7 The hours of work for FTSS's will be as per the Site requirements.
- 9.16.8 Hours worked outside the norm (for example extended ad hoc Night Shift hours), such hours and overtime payable will be approved by the CIRC and at an individual contractor level. Excessive overtime hours will not be permitted unless approved by the CIRC and the applicable exemptions have been obtained. Overtime for FTSS's will be granted and will be calculated on the relevant industry rate.
- 9.16.9 Housing and accommodation benefits will be as per the LPF resolution except for the following;
- 9.16.9.1 Housing:
- 9.16.9.1.1 2 bedroom apartments will be supplied by Eskom to the first Full Time Shop Steward elected per union.
- 9.16.9.1.2 Additional Full Time Shop Stewards elected per union will qualify for a 1 bedroom apartment supplied by Eskom.
- 9.16.9.2 Vehicles:
- 9.16.9.2.1 All Full Time Shop Stewards will be entitled to a vehicle type with an engine capacity 1.4.
- 9.16.10 The Full Time Shop Steward shall not absent himself/herself from work unless he/she has obtained prior permission from the CIRC and except in accordance with his/her conditions of employment.
- 9.16.11 The Full Time Shop Steward shall be entitled to paid time off to attend to Trade Union business away from the Site, subject to prior authorisation for such time off being obtained from the CIRC. Such authorisation shall not be unreasonably withheld.
- 9.17 Any urgent matters arising in the Full Time Shop Steward's absence shall be dealt with by the part time Shop Stewards.

- 9.18 If the Full Time Shop Steward is absent due to illness, leave, or off site for meetings the Trade Union shall nominate one of the part time Shop Stewards as an acting Full Time Shop Steward for the duration of the Full Time Shop Steward's absence. The Full Time Shop Steward must notify the CIRC of his/her stand in.
- 9.19 The Full Time Shop Steward shall use the meeting rooms and facilities supplied on the Site for each Trade Union in terms of the provisions above for the performance of their duties.
- 9.20 De-Recognition of the Full Time Shop Steward in consultation with the relevant Trade Unions.

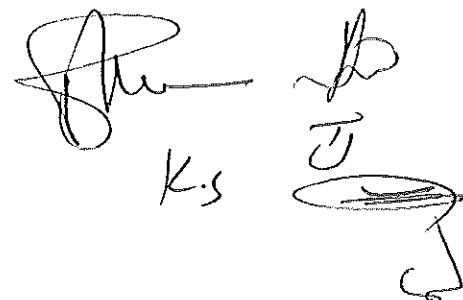
## 10. NOTICE BOARD

- 10.1 Provided that each Trade Union maintains Sufficient Representation, the Contractors shall provide each Trade Union with the use of a portion of the notice boards available at the Site for the exclusive use by the Trade Union for the display of bona fide Trade Union notices.
- 10.2 Any notice shall be submitted personally by a recognised Trade Union Official or Shop Steward to the CIRC who will forward it to the Management of the Contractors, together with a formal request for permission for the display of such notice.
- 10.3 No Trade Union notice shall be displayed on the notice board without having been approved and initialled or stamped by the Management of each Contractor.
- 10.4 Approval to display a notice shall not be unreasonably withheld. It shall not be unreasonable to withhold approval of any notice that is defamatory, derogatory or encourages Employees to act unlawfully, to commit misconduct, to act in breach of their contracts of employment or to commit any other unlawful acts. Notices containing political and/or confidential strategic issues shall also not be displayed on notice boards.
- 10.5 The Contractor shall remain in control of the notice boards and the use thereof by the Trade Unions shall not in any manner whatsoever limit the Contractors' communication with their Employees by means of written notices or otherwise. The extent to which the Trade Unions may make use of the notice boards shall be subject to the Contractors' operational requirements to communicate with their Employees.
- 10.6 Should any Trade Union fail to comply with the conditions contained in this agreement, the Contractors reserve the right to revoke that Trade Union's right to use of notice boards after prior consultation between the Parties.

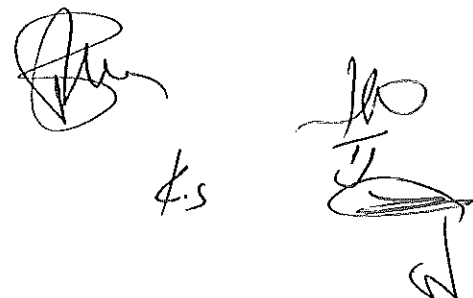
## 11. DEDUCTION OF TRADE UNION SUBSCRIPTIONS

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- 11.1 With effect from the Signature Date, and provided that the Trade Unions have Sufficient Representation, each Contractor will deduct Trade Union subscriptions from the remuneration which it pays to the Trade Union Members on the terms set out in this clause.
- 11.2 Each Employee must authorise such deduction in writing on a standard Trade Union stop order form and such authorisation must be in accordance with the Trade Union's Constitution.
- 11.3 The Trade Union shall submit the original copy of the form requiring stop order deductions be made from the Trade Union Member's remuneration to the relevant Contractor on or before the 15th day of the month in which the Trade Union Member completes it.
- 11.4 The form must be signed by the Trade Union Member requesting deductions to be made and must clearly show the amount to be deducted. There must be no alterations or changes made to the number shown on the form.
- 11.5 The membership subscription form shall be verified by the Contractor as per LRA Section 13.
- 11.6 The Contractor shall implement the deduction of such membership subscription in the next payroll run and on/or before the 7th day of every month provided that the membership subscription form has been submitted to the Contractor timeously referred to in terms of this annexure. The deduction in respect of any membership subscription form submitted after this date shall only be made in the following month.
- 11.7 The Contractor shall only implement one membership subscription deduction in respect of any one Employee.
- 11.8 The Employee shall notify his/her employer in writing of their desire to resign from the Trade Union and the Trade Union undertakes to notify the Contractor of any such resignations.
- 11.9 No new Trade Union membership subscription fee shall be deducted by the Contractor in respect of any other Trade Union during any formal notice period as may be required by the Trade Union from which the Employee wishes to resign or as required in terms of the LRA. Deductions in respect of any other Trade Union which an Employee may join after his resignation from his previous Trade Union shall only be given effect to after the Employee has served the notice period required of the previous Trade Union.
- 11.10 Each monthly remittance shall:

Handwritten signatures and initials. On the left, a signature above the initials 'K.S.'. On the right, a signature above a circular stamp containing the letter 'T'.

- 11.10.1 List the names and Employee numbers of all Trade Union Members from whose remuneration the Contractor has made deductions that are included in the remittance;
- 11.10.2 State the amount deducted and remitted; and
- 11.10.3 Include copies of any notice of cancellation of membership referred to in terms of this annexure.
- 11.10.4 The Contractors shall not be responsible for the collection of any arrear subscription fees.
- 11.10.5 The deduction of Trade Union membership fees shall be secondary to any other deduction which the Contractor has agreed or may be obliged by law to make from any Trade Union Member's remuneration.
- 11.10.6 Should the deduction formula change, the Trade Union shall give the Contractors 30 (thirty) days written notice thereof with newly signed stop order forms reflecting the necessary written consent of Employees who are Trade Union Members to the changed deduction and deductions shall be effected at the new rates as soon as possible thereafter.

Handwritten signatures and initials. On the left, a signature above the initials 'K.S.'. On the right, a signature above the initials 'E' and a large checkmark.