



# **HEALTH & SAFETY**

# **AGREEMENT**

ENTERED INTO BETWEEN

TAUTONA MINE

AND

NATIONAL UNION OF MINE WORKERS

MINE WORKERS UNION

NATIONAL EMPLOYEES TRADE UNION

UNITED ASSOCIATION OF SOUTH AFRICA

## 1. PARTIES TO THE AGREEMENT

This agreement is made and entered into between

**TAUTONA MINE**

**AND**

**NATIONAL UNION OF MINE WORKERS**

**MINE WORKERS UNION**

**NATIONAL EMPLOYEES TRADE UNION**

**UNITED ASSOCIATION OF SOUTH AFRICA**

## 2. PURPOSE

- 2.1 The purpose of this agreement is to enhance the participation and promotion of Health and Safety programmes to eliminate all hazards
- 2.2 To provide a safe, healthy and productive working environment by adherence to standards, policies and procedures and the terms and conditions as contained in the act governing Health and safety on Mines.
- 2.3 To stimulate and increase employee participation in Occupational Health and safety matters.

## 3. DEFINITIONS

### 3.1 **Health and safety**

Shall mean Occupational Health and Safety

### 3.2 **Designated Working Place**

Shall mean an area demarcated by the manager in which the operations of the Mine are undertaken.

### 3.3 **Full Time Safety Representative**

Shall mean a democratically elected employee of TauTona Mine as per clause 7 who serve on a full time basis.

### 3.4 **Employee**

Shall mean any person who is employed by the Mine and who works under the direction or supervision of the employer.

### **3.5 Health and Safety Representative**

Shall mean any employee duly elected by employees and appointed in writing by the Manager in terms of the act governing Health and Safety on the Mine and in terms of this agreement to serve in the working place in which he works. He may or may not be a member of a Union or Association or a Shaft Steward.

### **3.6 Act**

Shall mean the Health and Safety Act (Act No 29 of 1996) currently governing Health and Safety matters on the Mine.

### **3.7 Regulations**

Shall mean regulations promulgated from time to time, and in terms of the Health and safety Act.

### **3.8 Joint Mine Health and Safety Committees (JMHSC)**

Shall mean an overall committee comprising of management representatives and elected people from safety representatives and one representative from each Union and Association with exception of the National Union of Mine Workers, who will have no representative plus one additional representative per union, association represented on the committee, and Full Time Safety Representative.

### **3.9 Unions**

Shall mean Representative Trade Union (NUM), recognised Trade unions and Associations.

### **3.10 The Mine**

Shall mean TauTona Mine as defined in Section 102 (A) 2 in the act.

### **3.11 The Manager**

Shall mean the General Manager appointed in terms of Section 3 (1) (a) of the Act.

### **3.12 Commissioner**

Shall mean a commissioner appointed by the Commission for Conciliation, Mediation and Arbitration (CCMA) in terms of Labour Relations Act.

## **4. PRINCIPLES**

- 4.1 All parties concerned are required to work using Mine Legislation as the minimum standard requirement and also to adhere to Safety Standards as laid down by the Mine or other legislative bodies, from time to time. Employee organisations can make representations on all aspects of safety and occupational health to their heads of department, and or Health and Safety Committee.
- 4.2 The mine re-affirms its commitment in terms of the act governing Health and safety matters on the Mine to the principle that no employee will be allowed in any way to do work under circumstances which may be a danger to himself or others.
- 4.3 Both the Mine and the Unions and Associations recognise their mutual interest in the Safety and Occupational Health of workers and the parties shall participate in a continuous program to eliminate Health and Safety hazards.
- 4.4 The Mine has statutory responsibility and accountability for the Safety and Occupational Health of all workers. Although certain functions and duties shall be carried out by workers, this does not relieve the Mine of its responsibility and accountability in this area.
- 4.5 Employees have the rights and duties as specified in the act.
- 4.6 The Mine undertakes not to prejudice any Safety Representative/alternate in their employment opportunities as a consequence of carrying out their duties in terms of the agreement, or any other employee who may reasonably act in accordance with the principle of this agreement.

## **5. SAFETY ORGANISATION**

- 5.1 Establishment of Joint Health and safety Committees:
  - 5.1.1 The Manager, in conjunction with Unions at the mine, must negotiate the establishment of Health and Safety Committees.
  - 5.1.2 The Manager will make the necessary arrangements to enable employees to elect a health and Safety Representative in every designated workplace.
  - 5.1.3 The Mine will have one Joint Mine Health and Safety Committee (JMHC) consisting of:

- (a) at least four employees Health and Safety Representatives
- (b) equal number of management representatives and employee representatives
- (c) Full time Safety Representatives
- (d) one representative from each union/association with the exception of the National Union of Mineworkers who will have one representative plus one additional representative for each union/association represented on the committee
- (e) the employee representatives and management representatives serving on the committee will elect their respective chairperson. The two persons must alternate as the presiding chairperson of the committee.
- (f) At the first meeting of the Joint Mine Health and Safety Committee the chairman of the representative union/association and the manager will jointly act as chairman. At this meeting the chairman for the future meetings will be elected.
- (g) If consensus cannot be reached then two thirds majority should be considered with regards to decision making.

5.1.4 The manager must, in consultation with the Joint Mine Health and Safety Committee, determine:

- (a) the number of Health and Safety committees to be established at the Mine.
- (b) the composition of the committees

5.1.5 The Manager must ensure that the management representatives on the Health and Safety committees include persons vested with authority to develop and implement Health and Safety policies on the Mine.

5.1.6 The manager must, either personally or through representatives-

- (a) consult regularly and in good time with the employee representatives on the Health and Safety committees with the view to initiate, develop, promote, maintain and review measures to ensure the Health and safety of the employees on the Mine
- (b) supply the Health and Safety committees with information necessary to perform its functions

5.1.7 The Health and Safety Committees must meet at least once per month unless otherwise agreed.

5.1.8 The employee representatives on the Joint Mine Health and Safety committee must be entitled to:

- (a) a reasonable period to meet to prepare for each meeting of the Health and Safety committee; and
- (b) a reasonable period to report back to employees after each meeting of the Health and Safety committee.

## **6. FUNCTIONS OF THE JOINT MINE HEALTH AND SAFETY COMMITTEE**

- 6.1 Draw up a work practice document
- 6.2 To formulate and review safety policies of the mine
- 6.3 Initiate and approve safety programs
- 6.4 Participate in the development of safety management systems
- 6.5 Monitor progress on risk assessment task group
- 6.6 Involvement in establishing safety control measures and implementation there of
- 6.7 Identification of safety training needs
- 6.8 Utilisation of accidents/incidents data to identify critical areas
- 6.9 Co ordinate and monitor election of safety representatives
- 6.10 The health and safety committee may:
  - (a) request employees on all aspects of health and safety
  - (b) request the Chief Inspector to review any code of practice
  - (c) request relevant information from any person who is required, in terms of the Act to provide that information tot he committee
  - (d) agree on additional qualifications or functions Health and Safety Representatives
  - (e) request:
    - i) an inspector to conduct an investigation into serious health and safety contravention's
    - ii) the Chief Inspector to direct the inspector to conduct an inquiry into any health and safety contravention (Note: The Chief Inspector will direct the Inspector to conduct an inquiry into any death of a person)
  - (f) be assisted by or consult an advisor or a technical expert who may be either another employee or any other person
  - (g) take reasonable time to prepare for each meeting of the committee of the Health and Safety Representatives at the Mine.
  - (h) Take reasonable time to report on meetings of the committee to the Health and Safety Representatives at the Mine
- 6.11 Members of Health and Safety committees are entitled to perform their functions and to receive training during ordinary working hours.

6.12 Any time reasonably spent by a member of a health and safety committee for a purpose referred to in this part of the agreement must be considered to be time spent carrying out the employment duties of that member.

6.13 To review performance of full time safety representatives.

## **7. THE ELCTION OF FULL TIME / ALTERNATE SAFETY REPRESENTATIVES**

### **7.1 Eligibility**

Any employee is eligible for election and appointment as full time safety representative providing he meets the following criteria:

- He must be able to read, write and speak English
- He must have a minimum of 30 months (2\_ years) underground experience and be familiar with the underground operations
- He must be a full time employee of TauTona Mine.
- For the alternate full time Health & Safety Representative, he must be an elected work place safety representative.

### **7.2 Election Procedure**

The election shall be initiated and monitored by the Mine Health and Safety committee. The Human Resource Department shall facilitate the election process.

7.2.1 Election shall be held every three years in August/September as follows:

- Employee organisation shall be informed in writing at least (20 months prior to elections that the election of full time safety representatives, as per this agreement is to take place. Each employee organisation is entitled to nominate two candidates for the position of full time Health & Safety Representative and two nominations for the position of alternate full time Health & Safety Representative per General Manager area.
- The nominations shall be in writing addressed to the Chairman of the Joint Mine Health and Safety Committee at least one (1) month prior to the election date. Provision shall be made for two separate votes, the first vote will be for the Full Time Safety Representatives, and the second vote will be for the two alternates.
- The Mine Health and Safety committee will verify the eligibility of the nominees and investigate any nominee with a reasonable valid final warning. The committee will reserve

the right to withdraw the nominee if they feel the employees' disciplinary record is not reasonable.

- Employee organisations shall be formally informed whether nominations were, accepted two (2) weeks prior to election date.
- After nominations have been verified and accepted employees will be informed by means of a joint management and employee brief of the election procedure.

7.2.2 He will be appointed by the General Manager. The full Time Safety Representative will on appointment sign a declaration of his intention to act in accordance with the Mines Health and Safety Act and Regulations, Mine Policies and Procedures, Code of Practice, Mine Standards and this agreement as amended from time to time. A copy of the signed declaration will be given to such a Full Time Safety Representative.

7.2.3 If, for any reason, the post is vacated, a re-election will take place within two (2) months. The alternate (as per clause 7.2.1) will assume these duties until the new appointment is finalised or when the full time Health & Safety Representative is on leave or on course.

### 7.3 Induction and Training

7.3.1 Suitable training courses shall be provided jointly by the Mine and employee organisations

7.3.2 All courses will be held during normal working hours

7.3.3 The full time safety representative and their alternates will attend refresher courses from time to time and on re-election.

7.3.4 The courses shall include:

- Safety representative course
- Induction course to TauTona Mine Safety System
- The Joint Mine Health and Safety Committee will have the right to determine which courses the Full Time Safety Representative should attend.
- Strata control
- Risk Assessment
- Advance principle of Safety Management
- Environmental practical
- Relevant computer literacy
- Relevant Aids course

### 7.4 Functions

The Full Time Safety Representative shall:

- 7.4.1 Ensure that Legislation, safety Standards and code of Practice be used as the basis from which he parties shall work, at all times.
- 7.4.2 Be involved in the training programme of workplace safety representatives
- 7.4.3 Enter all safety related employee complaints brought to his attention in a control book, which shall be provided by the Mine.
- 7.4.4 Immediately bring to the attention of the General Manager or person designated by him, any safety complaint he becomes aware of.
- 7.4.5 Investigate complaints by any employee relating to his safety at work, including incidents of "Refusal to work" due to alleged unsafe conditions.
- 7.4.6 Accompany the General Manager of his designated person, Senior Official or the Inspector of Health and Safety through working places whenever requested to do so.
- 7.4.7 Carry out safety inspections as required.
- 7.4.8 Record findings of safety inspections and recommendations in a log book provided by the Mine for this purpose.
- 7.4.9 Submit a copy and discuss the entries in the log book with the section head concerned or Section Manager / Engineering depending on the seriousness of the deviations.
- 7.4.10 Inspect any relevant documentation, which is necessary to carry out his duties.
- 7.4.11 Be assisted by an advisor / person as required by Section 30 (h) of the Health and Safety Act, when performing any of his functions on mine property.
- 7.4.12 Participate in internal safety audits
- 7.4.13 Participate in the Risk Management programme on the Mine
- 7.4.14 Actively promote safety within his constituency and in accordance with established Mine safety programmes.
- 7.4.15 Participate in safety campaign promotions.
- 7.4.16 Attend on an hoc basis and on request from the chairperson safety meetings in his area of responsibility as arranged by chairperson, this will include (TauTona Safety Health and Safety Committee) and Safety Representative meetings on a Mine basis.

7.4.17 Attend all in-LoCo accident investigations into fatal investigations.

7.4.18 Attend any other accidents/incident investigation and inquiry he deems necessary or when requested to do so.

7.4.19 Conduct on the job coaching on safety related issues.

7.4.20 Perform such other functions as may be agreed upon at the Mine Health and Safety Committee.

## 7.5 Reporting Structure

7.5.1 The Full Time safety Representative shall have:

- A line reporting responsibility to the General Manager or Person Designated by hi, and carry out functions and duties under his supervision

7.5.2 The General Manager or person designated by him shall be responsible for the supervision of the following matters as they effect the full Time Safety Representative:

- attend at work
- adherence to the Mine's conditions of employment
- administering the provisions of this agreement
- approval of absence from work

## 7.6 Payments

7.6.1 Be paid the maximum of group 8 Underground Rate or in accordance with the Act.

7.6.2 The basic salary of a full time safety representative shall be increased in the same manner as would have been the case had he continued to perform in the occupation he was employed in immediately prior to his appointment in accordance with the general increase awarded annually.

## 7.7 Facilities

The Mine shall provide the full time safety representative with a reasonable and well structured office, office furniture and a telephone with an internal line, as well as an external line tot he Carletonville area. This line will be monitored.

## 7.8 Terms of Office

The full time safety representative shall hold office for three (3) year period subject to provisions of and compliance with the terms of this agreement,

provided that he may be re-elected and appointed for a further period of periods.

## 7.9 Withdrawal of Appointment of Full Time Health and Safety Representative

7.9.1 If the mine transfers or promotes a Health and Safety Representative in circumstances which will result in the representative leaving office:

- a) Management must give the representative reasonable notice of intention to do so;

If the representative elects to refer the matter to the Health and Safety committee, management must not implement the transfer or promotion until the committee has completed its deliberations on the issue.

7.9.2 Official notification in writing of his resignation as a full time safety representative.

7.9.3 Prior to the withdrawal of a Full Time Mine Health and Safety Representative's appointment, management will consult with the Joint Health and Safety Committee, and state the reasons thereof. An attempt will be made to reach consensus.

7.9.4 On application by 2/3 (two thirds) of the representative trade union

7.9.5 The Mine Health and Safety committee may withdraw the full time Health and Safety Representative on the grounds that the representative has failed or is unable to perform the functions of a representative.

The committee must consider whether or not to remove a representative if management requests the committee to do so.

## 8. **ELECTION OF HEALTH AND SAFETY REPRESENTATIVES**

8.1 All Health and Safety Representatives must be employed by the Mine

8.2 Underground Health and Safety Representatives must have at least one year underground mining experience of which six months must be relevant to the type of work, which he is elected to represent.

8.3 Surface Health and Safety Representatives must have had at least two years surface experience of which six months must be relevant to the type of work he is elected to represent.

8.4 Health and Safety Representatives will be elected or their appointment democratically withdrawn by workers in the relevant constituency by

means of a show of hands. The election will be monitored by Unions and Management representatives.

- 8.5 For each Health and Safety Representative elected, there should be an alternate.
- 8.6 Immediately after the election, the photograph, the name, company number occupation, constituency and department of each Health and Safety Representative shall be published on notice boards.
- 8.7 Each Health and Safety Representative shall, after being elected, acknowledge by signing his acceptance of the functions as in point 7.4 and 9 of this agreement.
- 8.8 Elections shall be held within 30 days of the Health and Safety Representatives position becoming vacant. During this 30 day period the previously elected alternate should carry out the functions.
- 8.9 No Health and Safety Representative may represent more than 100 workers in the workplace.
- 8.10 No Health and Safety Representative may represent workers in more than one work place only if the number of employees in the workplace does not exceed 50 in total.
- 8.11 Procedure for Transfer Promotion

Management must give reasonable notice to transfer a Health and safety Representative in circumstances, which will result in the representative leaving office.

If the representative elects to refer the matter to the health and safety committee, the employer must not implement the transfer or promotion until the committee has completed its deliberations on the issue.

- 8.12 Withdrawal of appointment of Health and Safety Representatives

The health and safety committee may withdraw the Health and Safety Representative, or/and alternate on the grounds that the representative has failed or is unable to perform the functions of a representative.

The committee must consider whether or not to remove a representative if management requests the committee to do so.

## **9. FUNCTIONS OF THE HEALTH AND SAFETY REPRESENTATIVE**

- 9.1 Health and Safety representatives are, in respect of the workplace or workplaces for which he is elected, entitled to:
  - (a) participate in any health or safety inspection of the workplace

- (b) receive relevant information, subject to the confidentiality provision, from the Chief Inspector or inspector;
- (c) attend any meeting of Health and Safety committee of which he is a member, or at any other Safety and Health meeting or where a recommendation that he has made will be considered;
- (d) visit the site of an accident or incident at a reasonable time within his area of responsibility and attend the post-accident/incident inspection;
- (e) attend an investigation inquiry within his area of responsibility in terms of the Act;
- (f) inspect any relevant document which the employer is required to keep in terms of the Act;
- (g) participate in any internal Health and Safety audit;
- (h) be assisted by a technical advisor when performing any of his functions on Mine property, with the approval of the employer. Should a consultant be required the cost thereof will be paid by the Health and Safety Representatives Union.

9.2 The Health and safety Representative will enter all worker complaints in a Health and Safety Log Book to be provided by the joint Health and Safety committee. He will also bring to the attention of the ganger or supervisor in charge of the workplace, and safety complaints brought to his notice by fellow workers. It is incumbent on the Supervisor to investigate and react to complaints as soon as possible, and report them to the Shift Boss/Foreman.

9.3 Should the ganger or supervisor fail to comply with any complaint regarding the Health and Safety at working places the Health and Safety Representative shall have direct recourse to the relevant Shiftboss/mine Overseer or other Senior Official.

9.4 The Health and Safety Representative in conjunction with the relevant supervisor, examine the cause of accidents at the workplace;

- (a) make representations or recommendation to the Health and Safety committee on any matter affecting the Health and Safety of employees;

9.5 Health and Safety Representatives must accompany the General Manager or person designated by him when visiting the working for which he is appointed.

9.6 Health and Safety Representatives will bring to the attention of the General Manager or person designated by him, visiting the working area, any unresolved Health and safety complaints.

9.7 The Manager must ensure that health and Safety representatives:-

- (a) receive the facilities and assistance reasonably necessary to carry out their function.

- (b) undergo such training as may be reasonably required to enable them to carry out their function;
- (c) are released from work without loss of benefit to attend any in house training course relating to the performance of their duties, including training that is agreed upon or prescribed.

9.8 Management will supply every Health and Safety Representative with equipment that will enable him to be identified.

## **10. TRAINING AND EDUCATION**

The parties agree that the following procedures will be adhered to in the training of Health and Safety Representatives.

10.1 Suitable and relevant training courses shall be provided.

10.2 Training courses will take place during work hours and will be on the Mine as far as possible.

10.3 The parties to this agreement will be consulted on the content and presentation of all applicable training courses.

10.4 Health and Safety Representatives will attend training course to be provided with the necessary knowledge and skills to carry out their functions effectively.

10.5 The training courses shall include the following:

- (a) functions of Health and Safety Representatives
- (b) health and safety related technical content
- (c) administration and procedural content
- (d) communication skills
- (e) thinking skills and problem solving
- (f) practical training in hazard identification
- (g) medical policies and procedures
- (h) mine and shaft policies and procedures relating to Health and Safety
- (i) the Act governing the health and safety on the Mine regulations and applicable legislation pertaining to his function
- (j) safety management system and programmes
- (k) risk assessment programme

10.6 Health and Safety representatives and alternatives will be required to attend refresher and update courses from time to time as determined by the General Manager or recommended by the Joint Health and Safety Committees and approved by the General Manager.

## **11. INFORMATION**

- 11.1 Health and Safety Representatives shall be provided with information relating to Health and Safety matters which is necessary for them to perform their functions effectively. Such information shall be made available to employee organisations.
- 11.2 Health and Safety Representatives shall be informed of new safety and occupational health measures, operating processes and procedures which may have Health and Safety implications.
- 11.3 Health and Safety Representatives will have access to the following:
- 11.3.1 Mine statistics on accidents, incidents, fatalities and compensable diseases
  - 11.3.2 Information on the constituents of and hazards associated with any chemical or technological process in use.
  - 11.3.3 Any research data or articles relating to workers health and safety distributed to the Mine Management.
- 11.4 Additional requests for information by employee organisations on safety matters must be directed to the Joint Health and Safety Committee.
- 11.5 Notification to committees and representatives
- The manager must inform the Health and Safety Representative in good time of any inspection or inquiry which is to be conducted at the mine in terms of the act.
- 11.6 Supply of Information
- The mine must supply Health and Safety Representatives, full time representatives and the Health and Safety committee with all relevant information necessary to perform their functions including:
- a) the mine's annual report on health and safety compiled in terms of section 2 (1) OF THE Act.
  - b) The annual medical report compiled in terms of section 16 of the Act
  - c) Statistics on all reportable accidents and occupational diseases among mine employees
- 11.7 Private and confidential information
- 11.7.1 The manager must not disclose any information that is private, personal information relating to an employee, unless the employee consents in writing to disclosure of that information.
  - 11.7.2 An employee may not reasonably withhold the consent in terms of clause 11.7.1

11.7.3 The following types of information are classified as private, personal information:

- a) an employee's medical records
- b) the employees record of medical surveillance

11.7.4 A manager is not required to supply any information:

- a) that is legally privileged
- b) if the disclosure of the information would violate the provisions of any law or court order
- c) if it is confidential, and if disclosed, may cause substantial harm to an employee or an employer.

11.7.5 A dispute concerning any of the following matters may be referred to the commission:

- a) whether the manager must disclose any information
- b) whether any information is confidential
- c) whether any person has improperly disclosed any confidential information

11.7.6 Sections 39 and 40 of the Act applicable to any arbitration conducted in terms of this section.

## 12. **INVESTIGATION OF ACCIDENTS/INCIDENTS**

12.1 The Health and Safety Representative will be notified that an inspection of a serious or fatal accident is to take place in his working place and he will be afforded an opportunity attend such an investigation.

12.2 Health and Safety Representatives will be notified in advance of the time and date on which an investigation and inquiry into the accident will be held.

12.3 Where a governmental inquiry into an accident takes place, it may be attended by the Health and Safety Representative. Should an employee organisation's advisor wish to attend the inquiry, permission must be obtained from the representative of the Department of Mineral and Energy.

12.4 After any serious accident or incident a meeting shall be held by the persons involved in the investigation, including the Health and Safety Representatives, who had attended the investigation, to discuss what has been learnt from the accident/incident, and to assist in the compilation of the accidents investigation.

12.5 Documentation relevant to the accidents or incident will be made available to the responsible Health and Safety Representative attending the investigation.

12.6 The manager or his designated person must notify the Health and Safety Representatives concerned and the Chairperson of the Health and Safety Committees:

- a) in good time of inspections, investigations or inquiries of which he has been notified by the Chief Inspector / Inspector.
- b) As soon as practical if the occurrence of any accident, serious illness or health threatening occurrence, or other dangerous occurrence.

13. **RISK ASSESSMENT**

13.1 All parties agree that in order to minimise the potential for accidents/incidents, the risk assessment program is of utmost importance and will be supported by the Health and Safety structure on the Mine.

13.2 The Health and Safety structure on the Mine will be coached in the Risk assessment program.

14. **THE RIGHT OF EMPLOYEES TO WITHDRAW FROM DANGEROUS AREAS**

14.1 Every employee has the right to remove himself from any place on the Mine when circumstances arise which appear, with reasonable justification, to pose a serious danger to his health and safety.

14.2 Every Health and Safety Representative has the right to direct an employee within his designated workplace to remove himself from any place on the Mine when circumstances arise which appear, with reasonable justification, to pose a serious danger to the employee's Health and Safety.

14.3 The procedure for the exercise of the rights of employees to withdraw from an area which poses a danger to Health and Safety shall be as per Appendix A attached to this agreement.

15. **UNDERTAKEING BY ALL THE PARTIES**

This agreement shall be valid and binding on the parties until such a time as any party gives notice of intention to withdraw from this agreement. However, the agreements will continue to be valid and binding to the remaining parties.

16. **AMMENDMENT OF THIS AGREEMENT**

Any party of this Agreement ma be amended by mutual consent at any time, by submitting the proposed amendment in writing. This proposed amendment must be negotiated in terms of the Health and Safety Act.

17. **THE ACT**

The parties agree that this Agreement is entered into, and is subject to any amendment in terms of regulation promulgated in terms of the Act governing Health and Safety matters on the Mine.

18. **DISPUTE RESOLUTION**

18.1 Conciliation

If the Joint Health and Safety Committee is unable to resolve any issue, it may refer the matter to conciliation.

The conciliator will be appointed from a list of names, agreed upon by the Health and Safety Committee.

The conciliator has the power of a conciliator conducting mediation in terms of section 135 and 142 of the Labour Relations Act.

18.2 Arbitration

A dispute concerning any of the following issues may be referred to arbitration by either the employer or employee representatives to the Health and Safety Committee:

- a) The application or interpretation of this collective agreement or of Chapter 3 of the Act.
- b) Any issue on which the Health and Safety Committee is not able to make a decision.
- c) Any dispute concerning the disclosure of information.

The Arbitrator will be appointed from a list of names, agreed upon by the Health and Safety Committee, from a panel of the Independent Mediation Service of South Africa (IMSSA) or an independent arbitrator from CCMA.

19. **TERMINATION OF AGREEMENT**

This agreement shall be terminated upon three (3) months written notice given by either the Mine or the employee organisations of the intention to terminate the agreement.

Signed on

On behalf of:

**MANAGEMENT:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**UASA:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**NETU:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**NUM:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**MWU:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESSED BY:**

\_\_\_\_\_

**DATE:** \_\_\_\_\_

\_\_\_\_\_

**DATE:** \_\_\_\_\_

Signed at Tautona Mine on \_\_\_\_\_ 2003

## **APPENDIX**

### **PROCEDURE TO BE FOLLOWED BY WORKERS LEAVING A DANGEROUS WORK PLACE**

The Procedure in this part of the agreement applies whenever an employee leaves a working place in a circumstance referred to in section 14 of this agreement.

#### **1.1 LEAVING OF A WORKPLACE**

An employee has the right to leave a working place whenever:

- a) circumstances arise at the working place which, with reasonable justification, appear to the employee to pose a serious danger to the health and safety of that employee, or
- b) the Health and Safety Representative for that workplace directs the employee to leave that working place.

#### **1.2 NOTIFICATION BY THE EMPLOYEE**

An employee who withdraws from a working place because of a danger to health or safety must immediately:

- a) notify the immediately line supervisor and the Health and Safety Representative for the working place, if they are present at or near the workplace
- b) notify other employees if there may be a danger to their health or safety
- c) if the immediate supervisor is not present, the employee must notify, as soon as possible, the supervisor, or other official of at least equivalent rank, that is most easily contactable
- d) if the Health and Safety Representative is not present, the employee must notify another Health and Safety Representative or the full-time Health and Safety Representative.

#### **1.3 NOTIFICATION BY HEALTH AND SAFETY REPRESENTATIVE**

If the Health and Safety Representative directs employees to leave a working place that representative must:

- a) immediately notify the supervisor for that working place, if he is not present, as soon as practicable, notify another supervisor or official
- b) if required to do so by the supervisor, notify the full-time Health and Safety Representative (if available) and notify other safety representative.

## **1.4 STEPS TO RESOLVE THE DISPUTE**

The supervisor (or other official present) and the Health and Safety Representative must meet to evaluate the danger to the health and safety of employees and to determine what steps, if any, should be taken to remove the danger to health and safety. If they do so:

- (a) the supervisor must take the necessary steps to make the working place healthy and safe
- (b) once these steps have been taken, the supervisor, and the Health and Safety Representative must advise, jointly the employees.

If the Health and Safety Representative and the supervisor are unable to resolve the problem:

- (a) the supervisor must notify his/her superiors
- (b) the representative must notify the full time Health and Safety Representative, if relevant, and may request the assistance of a technical advisor and/or inspector

If agreement is needed on the steps that must be taken to remove the danger, then the most senior representative of the mine and full-time safety representative must:

- (a) ensure that the necessary steps are taken to make the working place healthy and safe
- (b) jointly advise the employees of the steps that are being taken

## **1.5 REMUNERATION, REASSIGNMENT AND PROTECTION**

An employee who has withdrawn from a workplace in terms of 1.1 of this procedure is entitled to receive his ordinary remuneration while the steps set out in 1.4 of this procedure are being taken.

The mine may assign an employee to perform suitable alternative work if:

- (a) the work is work that the employee is required to perform in terms of the employee's terms and conditions of employment
- (b) the employee is competent and qualified to perform the work concerned

If an employee is requested to work in the working place where others have withdrawn, the mine must notify the employee of the following:

- (a) that another employee has refused to work there
- (b) the reason for refusal

No person may take disciplinary action, or threaten to take disciplinary action, while a dispute is being resolved in terms of the provisions of this part of the agreement.

## **1.6 PARTICIPATION BY TECHNICAL ADVISORS**

If a representative requests that a technical advisor participate in the resolution of the issue:

- (a) the mine must not unreasonably withhold permission for the technical advisor to enter the mine for the purpose of participating
- (b) must give every reasonable assistance necessary to enable participation by the technical advisor

## **1.7 REPORT**

The supervisor and Health and Safety Representative must prepare a report setting out:

The circumstances which arose that pose a serious danger to the health or safety of an employee.

The steps taken to resolve the problem

The supervisor and representative may submit a joint report

The report must be placed before the next meeting of the health and safety committee.

## **ADDENDUM TO THIS HEALTH AND SAFETY AGREEMENT**

It is the undertaking of both management and the unions to review the health and safety agreement, **for the number of full time Health & Safety Representatives**

- This will be needs based.