



**O & M Lesedi PV Plant**

# **Employment Procedures & Conditions Policy**

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Approvals:

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## 1 INTRODUCTION

### 1.1 Preamble

Oakleaf Investment Holdings 79 (RF) Pty. Ltd. (the "Owner") and Conyclox Pty. Ltd. (the "Operator") have entered into and signed an Operation and Maintenance Agreement (the "O&M Agreement").

The Owner currently holds an Electricity Generation License permitting it to own, operate and maintain, and to generate and sell energy from a sixty-four (64) megawatt (AC) photovoltaic solar electricity generation facility known as the Lesedi PV Plant, located at Humanrus, near Postmasburg, in the Northern Cape Province, Republic of South Africa (the "Facility").

The Facility has been constructed as one of several initiatives to advance South Africa's commitment to developing alternative and sustainable sources of energy. Everyone associated with or working on the Facility must be committed to maintaining and successfully operating the Facility in line with world-class quality standards to achieve the desired objectives.

The Owner has appointed the Operator to operate and maintain the Facility on the terms and conditions contained in the O&M Agreement for an initial 5 (Five) year period commencing on 21 May 2014. The period may be renewed for two further periods of 5 (Five) years.

The Operator is responsible and accountable to the Owner for the efficient and safe operation of the Facility under the O&M Agreement and applicable legislation. The O&M Agreement extends certain contractual obligations to the Operator's employees, Contractor's employees and to any third party entity or person who the Operator may contract with or allow directly or indirectly to perform work or provide services to the Facility.

For these reasons, the Operator is committed and contractually bound to ensure that all its employees and any such third parties commit and bind themselves to comply with the relevant terms of the O&M Agreement and with the provisions of any labour and safety legislation or regulations applicable to the operation and maintenance of the Facility.

### 1.2 Interpretation and Definitions

Unless a contrary intention clearly appears words importing any one gender include the other gender, the singular include the plural and vice versa and natural persons include created entities (corporate or unincorporated) and the state and vice versa.

The following terms used herein shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:

- 1.1 **"Approval Date"** means the date whereupon the General Manager and Project Manager signed this Policy.
- 1.2 **"BCEA"** The Basic Conditions of Employment Act, 1997 (Act No 75 of 1997) as amended from time to time.
- 1.3 **"Management"** Management appointed to manage the affairs of and determine the policy and objectives of the company and who exercises control generally over the performance of its functions, the exercise of its powers and the execution of its duties by the company.
- 1.4 **"Calendar Month"** A period extending from the first to the last day, both days inclusive, of any month of the year.
- 1.5 **"Child"** As defined in the BCEA, as amended from time and the biological or adoptive child of such Employee or a child to which the Employee fulfil the role of a Nurturing Parent as defined herein.

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- 1.6 **"Code of Ethics"** The prevailing Code of Ethics of the company.  
**"Company"** has the same meaning as Operator.
- 1.7 **"Dependant"** The Spouse or Life Partner or Parent(s) of an Employee factually dependant on the Employee and /or the biological or adoptive Child of such Employee.
- 1.8 **"Employee"** For the purposes of these Conditions of Employments, a Permanent Employee.
- 1.9 **"Employer Contributions"** Amounts paid on behalf of an Employee or in part payment of the Employee's commitment(s) towards any benefit as approved by Management from time to time.
- 1.10 **"Employment Equity Act"** The Employment Equity Act, 1998 (Act No 55 of 1998) and herein referred to as the EE Act as amended from time to time.
- 1.11 **"EDO"** means the Economic Development Obligations referred to in the O&M Agreement.
- 1.12 **"Legislation"** Means an Act of Parliament after enactment and relevant to these Conditions of Employment, included herein specifically as such, but not limited, with reference to e.g. Occupational Health and Safety Act (Act No. 85 of 1993), Intellectual Property Rights from Publicly Financed Research and Development Act (Act No. 51 of 2008), Employment Equity Act (Act No. 55 of 1998) and Regulation of Interception of Communications, National Key points Act, 1980 (Act No 102 of 1980) and Provision of Communication-related Information Act (Act No. 70 of 2002).
- 1.13 **"LRA"** The Labour Relations Act, 1995 (Act No 66 of 1995) as amended from time to time.
- 1.14 **"Leave Cycle"** Means a period of 12 months commencing from the 1<sup>st</sup> day of employment or commencing from the end of the previous leave cycle.
- 1.15 **"Life Partner"** Means any major person who is a party to a heterosexual or homosexual relationship with another major person, which relationship must be intended to be permanent, exclude any other person and involve cohabitation, an obligation of mutual emotional support between the parties and a reciprocal obligation to support one another financially in circumstances where the one has the means to do so and the other requires such support in order to maintain, without recourse to the Public funds, his or her financial and social standing and standard of living.
- 1.16 **"Medical Practitioner"** A person registered at the Health Practitioner's Council of South Africa to practise as a medical practitioner in terms the Medical, Dental & Supplementary Health Service Profession Act, 1974 (Act No 56 of 1974) as amended from time to time.
- 1.17 **"Minister"** The Minister to whom the President of the Republic of South Africa has assigned the administration of the Act in terms of Section 20 of the Act.
- 1.18 **"Permanent Employee"** A person who has been appointed in a full-time or part-time permanent capacity in a post on the staff establishment of the company for an indefinite period.
- 1.19 **"Primary Nurturing Parent"** An Employee who assumes the role of primary care giver , and is primarily responsible for the direct care, protection and management of the well-being, needs and supervision of the Child.
- 1.20 **"Private Work"** This type of work is purely for private gain and interest and there is no O&M association whatsoever when this work is performed.
- 1.21 **"Professional Extra Work"** This type of work is typically offered to an Employee outside the company as a form of recognition of the Employee's professional standing including the Employee's competence, qualification(s) and domain knowledge and is not strictly part of the Employee's job description.
- 1.22 **"Retirement Age"** 60 (Sixty) years of age.

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- 1.23 **"Secondary Nurturing Parent"** An Employee who supports the Primary Nurturing Parent in fulfilling his/her role as such.
- 1.24 **"Remuneration"** has the same meaning as defined by the Remuneration Policy.
- 1.25 **"Spouse"** Means the person with whom the Employee is joined in marriage or the common law wife or husband of the Employee or the Life Partner of the Employee.
- 1.26 **"Workplace"** The place where the Employee normally performs his or her duty or such other place of work as determined by the company.
- 1.27 **"Working Days"** Means the normal working days of an Employee, usually Monday to Friday.
- 1.28 **"Working Hours"** The normal working hours of a full time Employee of the company is 45 (forty) hours per Working Week or as agreed upon between the company and the Employee.  
**"Working Time"** Means the time ordinarily required for the Employee to attend work, normally 07h00-17h00, or as agreed upon between the company and the Employee.
- 1.29 **"Working Week"** Means the part of the seven-day week required by the Employee to perform his or her duty.

## **2 DETERMINATION AND APPLICATION OF CONDITIONS OF EMPLOYMENT**

### **2.1 Commencement of Conditions of Employment**

The Conditions of Employment herein contained are applicable as from the Approval Date.

### **2.2 Interpretation and Legislation**

The English version of these Conditions of Employment will be regarded as the original document and will be governed by and interpreted in terms of the provisions and principles of South African Legislation.

## **3 APPOINTMENT OF EMPLOYEES**

The appointment of an Employee is subject to the prevailing Policies and in accordance with EDO.

An Employee will be required to:

- (a) Submit himself or herself to a security clearance;
- (b) Undergo a medical examination(s) if it is an inherent requirement of the position and or place of work.

## **4 WORKING TIME**

Employees shall be required to observe the Working Hours and Working Time as agreed upon.

Notwithstanding the aforesaid an Employee shall, when requested but not unreasonably so, be on duty at his/her workplace at times other than, and/or in addition to, the normal Working Hours and Working Time.

All Employees shall be required to work such additional number of hours as may be requested in the context of the operations of the company, and-where applicable- in terms of the provisions of relevant and prevailing Policy(ies), as amended from time to time and in accordance with the BCEA.

If an Employee, through illness or other unforeseen circumstances, is unable to report for work, he or she shall advise or cause his or her immediate superior to be advised without delay.

An Employee may only leave his or her place of work to attend to urgent private matters during the hours of attendance with the approval of his or her superior, which approval shall not be unreasonably withheld.

## **5 CHANGES IN PERSONAL DETAIL**

An Employee shall promptly and without delay supply his or her Human Resources Manager of any required information, such as, but not limited to residential address, telephone number(s), bank details, dependants, marital status (including a same sex or common law marriage), and next of kin.

## **6 REMUNERATION**

The remuneration of an Employee is determined by the relevant and prevailing Remuneration Policy, as amended from time to time.

## **7 PERFORMANCE EVALUATION**

The evaluation of an Employee's performance will be conducted as determined by the relevant and prevailing Performance Management Policy, as amended from time to time.

## **8 TRAINING AND DEVELOPMENT**

The company is committed to and encourages the training and development of its Employees in the best interest of both, training and development will be conducted as determined by the relevant and prevailing Training and Development Policy, as amended from time to time.

## **9 LEAVE**

### **9.1 Annual Leave**

Employees will be entitled to 15 (Fifteen) Working Days leave on full pay in every leave cycle.

Annual leave is accrued - meaning that the number of days to which the employee is entitled starts at zero and increases with the passage of time as the leave cycle progresses.

Annual leave must be applied for and shall be approved by the relevant managers subject to the availability thereof. Approved leave may be amended at any time in the interests of service to the company.

For purposes of calculation of the cash value of leave payable to an Employee the value of such leave shall be calculated based on the cash component of the Employee's salary package prevailing as at the end of March of the Leave Cycle in which such leave was earned.

An Employee may take in advance and to a maximum of 5 working days, during any Leave Cycle, any annual leave for that Leave Cycle which has not yet been earned by service, but not annual leave which will only be earned in the ensuing Leave Cycle.

The company may require Employees to take leave over specific periods during the Leave Cycle if so required by the operational requirements.

Annual Leave may only be taken by agreement with the company and all request shall be considered based on the operational requirements of the company.

### **9.2 Leave Gratuity**

On the termination of an Employee's service he or she shall be paid the value of the Annual leave to his or her credit at the time of termination of his or her service.

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In the case of an Employee whose service terminates during a Leave Cycle and who at that stage has already taken leave in excess of that earned by him or her by service, such leave shall be deemed to be unpaid leave and the amount shall be refunded to the company.

Sick, Special, Study, Family Responsibility and Maternity and Paternity leave shall have no cash value and cannot be accumulated.

### **9.3 Sick Leave**

A 'sick-leave cycle' is 36 months long. During that time an employee is entitled to an amount of paid sick leave equal to the number of days he/she would have worked in a six-week period.

During the first six months of Employment, however, an employee is only entitled to one day's paid sick leave for every 26 days worked.

The company has the right not to pay an Employee if the Employee has been absent from work for more than 2 (two) consecutive Working Days or on more than two occasions during an eight-week period and does not produce a medical certificate stating that the Employee was unable to work for the duration of the Employee's absence on account of sickness or injury.

The medical certificate must be issued and signed by a Medical Practitioner.

The company has the right to require medical certificate for any period of absence of the Employee as a result of illness.

An Employee may be granted Special Sick Leave, subject to below, during incapacitation due to injury or illness sustained in the course of and as a result of circumstances arising out of the performance of his or her official duties or on exceptional medically necessitated circumstances.

### **9.4 Study and Examination Leave**

Where an Employee has been registered for formal studies relevant to his/her job and/or career development within the Company, examination leave shall be granted on full pay for the day on which he or she sits for the examination as well as one additional working day prior for each day on which he or she sits for an examination. This excludes re-examinations and supplementary examinations.

Where an Employee has been registered for formal studies relevant to his/her job and career development within the company, study leave shall be granted on full pay for the duration of the approved period for the Employee to attend block studies.

Study Leave must be applied for and shall be approved by the relevant managers subject to the availability thereof. Approved leave may be amended at any time in the interests of service to the company.

### **9.5 Maternity and Paternity Leave**

An Employee is entitled to unpaid maternity leave totalling 88 (eighty-eight) consecutive Working Days.

A Primary Nurturing Parent who adopts a child under the age of 12 (twelve) months, qualifies for maternity leave.

A Secondary Nurturing Parent is entitled up to 3 (three) Working Days unpaid Paternity Leave from date of birth or date of adoption of a child under the age of 12 months.

An Employee who has a miscarriage during the third trimester of pregnancy or bears a stillborn child, shall be entitled to maternity leave totalling 15 (fifteen) unpaid consecutive Working Days after the miscarriage or stillbirth.



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An Employee must inform the Employee's direct manager of the Employee's pregnancy or pending adoption within a reasonable period after the Employee became aware of the pregnancy or the adoption.

An Employee or Primary Nurturing Parent shall in writing inform the manager responsible for human resources and line manager of the intended maternity leave, commencement date and date of return to work at least 60 (sixty) days in advance.

### **9.6 Family Responsibility Leave**

An Employee who is in the employment of the company is entitled to a total of 3 (three) Working Days paid leave per Leave Cycle, which the Employee is entitled to take:

- (a) When an Employee's Dependant is sick;

An Employee who is in the employment of the company is entitled to a total of 5 (five) Working Days paid leave per Leave Cycle, which the Employee is entitled to take:

- (a) In the event of the death of the Employee's Spouse or the death of the Employee's and the Employee's Spouse's child, adopted child, parent, adoptive parent, nurturing parent.

An Employee who is in the employment of the company is entitled to a total of 3 (three) Working Days paid leave per Leave Cycle, which the Employee is entitled to take:

- (a) In the event of the death of the Employee's grandparent, grandchild or sibling.

The company has the right to require a medical certificate or documentary proof for any period of absence of the Employee.

### **9.7 Public Holidays and Religious Days**

Employees shall further be entitled to all statutory public holidays as defined in the Public Holidays Act 36 of 1994, as amended from time to time, and such holidays shall be deemed to paid holidays.

An Employee is entitled to use available annual leave to observe his or her religious festivals and occasions.

## **10 UNPAID LEAVE**

Unpaid leave can be taken by an Employee should the operations of the company allow the same, subject thereto that no unpaid leave may be taken by an Employee where he or she has Annual leave available.

## **11 PARTICIPATION IN ACTIVITIES AND FREEDOM OF ASSOCIATION**

An Employee may freely participate in community activities.

An Employee may freely participate in political activities and accept nomination as a candidate for election, the Employee shall disclose such nomination to the Company.

An Employee shall refrain from:

- a) Taking part in the discussion or voting on a matter in question in matters concerning the company being discussed by such body;
- b) Acting in a manner that would suggest a conflict between the Employee's duties and responsibilities in the company and in the performance of community, civic and political responsibilities and which may be detrimental to the interests of the company, as a member of such a body;

- c) Participation in such activities during working hours and while inside the premise(s) of the company;
- d) Using company resources for such participation in such activities.

Each Employee shall be entitled to join a trade union or Employee representative body of his or her choice and to elect his or her own representatives.

## **12 PROFESSIONAL EXTRA WORK AND PRIVATE WORK**

An Employee may perform Professional Extra Work and Private Work outside the company.

An Employee must promptly and in writing declare in full any relevant details regarding such Professional Extra Work and Private Work including but not limited to, the nature thereof, the organisation where the Professional Extra Work and Private Work is being performed, the time to be spent doing such Professional Extra Work and Private Work and the compensation to be received therefore.

When an Employee performs Professional Extra Work and Private Work, the following conditions apply:

- a) The Employee shall ensure that Professional Extra Work and Private Work does not directly or indirectly, actually or potentially pose a conflict of interest with the company;
- b) The Employee's ability to perform his or her normal day to day duties as a company employee is not in any manner detrimentally affected or inhibited;
- c) The Employee shall not use the company brand including the name and/or logo in order to solicit the Professional Extra Work and Private Work;
- d) The Employee is prohibited from using company property and resources when performing Professional Extra Work and Private Work including but not limited to email and company premises;
- e) The Employee shall perform Professional Extra Work and Private Work only outside working hours.

Should an Employee fail to adhere to any of these conditions or fail to declare any Professional Extra Work and Private Work, it may lead to disciplinary action.

## **13 CODE OF ETHICS**

An Employee undertakes to familiarise and adhere to the prevailing Code of Ethics of the company.

## **14 INTELLECTUAL PROPERTY RIGHTS**

Any form of Intellectual Property, registerable or unregisterable, created by an Employee in the course and scope of his or her employment with the company, shall:

- (b) be disclosed to; and
- (c) shall exclusively vest in the company, free of consideration, subject to the Intellectual Property Rights from Publicly Financed Research and Development Act (Act No. 51 of 2008) and any relevant and prevailing Policy(ies), as amended from time to time.

In addition, no Intellectual Property created by an Employee in the course and scope of his or her employment with the company may, without the Management's written approval be used for private purposes, nor may it be removed on termination of service, either for private use or use in the service of another employer.

These provisions shall apply to pending and registered/unregistered Patents, designs, trademarks; copyright in text or computer programmes, as well as know-how, where "know-how" means all confidential information of whatever nature relating to the aforesaid Intellectual Property or its exploitation, as well as all other confidential information generally relating thereto, including technical information, manufacturing, techniques, designs, specifications, formulae, systems, processes, information concerning materials and marketing and business information generally.

## **15 POLICIES**

In addition to the Policies expressly referred to in these Conditions of Employment, each Employee undertakes to acquaint themselves with any other relevant policies as laid down and adopted by management from time to time. Information regarding these may be obtained from the Employee's Human Resources Office.

## **16 SECURITY**

Each Employee is required to adhere to the security requirements as determined by the relevant and prevailing Rules and Policy(ies), as amended from time to time.

Employees are expected to acquaint themselves with such security rules and/or policies adopted by the company from time to time. Information regarding these may be obtained from the Employee's Human Resources Office.

## **17 HEALTH AND SAFETY**

An Employee of the company must at all times in the performance of his or her duties adhere strictly to the companies safety measures. He or she must comply with and carry out the provisions contained in the Occupational Health and Safety Act (Act No. 85 of 1993), and any regulations promulgated in terms thereof.

An Employee (relevant to his/her appointment and workplace environment) must at all times in the performance of his or her duties wear and use the protective clothing and safety equipment issued to him or her in accordance with the directives.

A female Employee (relevant to her appointment and workplace environment) who falls pregnant is required to inform her supervisor of her condition without delay. She will not be required or permitted to perform work which may be harmful to her or the unborn child.

The Operator has committed itself to an Occupational Health, Safety and Environmental Policy intended to implement and maintain, as far as is reasonably practicable, the activities of the operator in such a manner, as to prevent harm or damage to persons and property respectfully.

Employees are expected to acquaint themselves with such policies adopted by the company from time to time. Information regarding these may be obtained from the Employee's Human Resources Office.

## **18 NOTICE OF TERMINATION OF SERVICE**

The period of notice on either side terminating an appointment of an Employee who has been employed for:

- (a) 6 (six) months or less will be 1 (one) week on full pay;
- (b) more than 6 (six) months but not more than 1 (one) year will be 2 (two) weeks on full pay;
- (c) more than 1 (one) year will be 1 (one) month on full pay.

Any notice terminating an appointment under these Conditions of Employment shall be served in writing on the Employee or the company, as the case may be.

No Annual leave shall be approved by the company during the period of notice.

## **19 RETIREMENT**

An Employee may retire from employment on or after his or her Retirement Age of 60 (sixty) years, if he or she has given the company 3 (three) calendar months' notice of his or her intention to do so.

An Employee may be compelled to retire on or after his or her Retirement Age provided that he or she is given 3 (three) calendar month's written notice thereof by the company.

The company may for strategic and operational reasons on approval by Management offer a fixed term employment contract to an Employee after the Employee reaches the age of 60 (sixty) on such terms and conditions that the company deem appropriate in the circumstances.

## **20 HEALTH MANAGEMENT**

The Company may determine and require that Employees join and become members of a medical scheme(s). This will be regulated by an applicable policy and employees are expected to acquaint themselves with such policies adopted by the company from time to time. Information regarding these may be obtained from the Employee's Human Resources Office.

## **21 BENEFITS**

The Company may acquire certain employment benefits on behalf and in favour of it's employees. This will be regulated by an applicable policy and employees are expected to acquaint themselves with such policies adopted by the company from time to time. Information regarding these may be obtained from the Employee's Human Resources Office.