



# ESKOM JUST ENERGY TRANSITION PROJECT

## DRAFT LABOUR MANAGEMENT PROCEDURE FOR KOMATI POWER STATION'S COMPONENT A, B AND C

DRAFT

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## B. AMENDMENTS PAGE

Date	Nature of Amendment	Amendment No.
16/09/2022	Draft for Eskom and the World Bank to Review	0
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**Appendix B:** Eskom's Grievance Procedure

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## D. LIST OF ACRONYMS

<b>ADF</b>	Ash Disposal Facility
<b>BCEA</b>	Basic Conditions of Employment Act (Act No. 75 of 1997)
<b>COIDA</b>	Compensation for Occupational Injuries and Diseases Act
<b>EHS</b>	Environmental, Health and Safety
<b>EJETP</b>	Eskom Just Energy Transition Project
<b>ERP</b>	Emergency Response Plan
<b>ESF</b>	Environmental and Social Framework
<b>ESIA</b>	Environmental and Social Impact Assessment
<b>ESMP</b>	Environmental and Social Management Plan
<b>ESS</b>	Environmental and Social Standards
<b>GBV</b>	Gender-Based Violence
<b>GIIP</b>	Good International Industry Practice
<b>GN</b>	Government Notice
<b>GPN</b>	Good Practice Notes
<b>GRS</b>	Grievance Redress Mechanism
<b>HIV/AIDS</b>	Human Immunodeficiency Virus, Acquired Immunodeficiency Syndrome
<b>JET</b>	Just Energy Transition
<b>KPS</b>	Komati Power Station
<b>LRA</b>	Labour Relations Act (Act No.66 of 1995)
<b>OHS</b>	Occupational Health & Safety
<b>OHSA</b>	Occupational Health & Safety Act (Act No. 85 of 1993)
<b>PPE</b>	Personal Protective Equipment
<b>SA</b>	South Africa
<b>SEA/SH</b>	Sexual Exploitation and Abuse and Sexual Harassment
<b>SOC</b>	State Owned Company
<b>SOP</b>	Standard Operating Procedure
<b>STDs</b>	Sexually Transmitted Diseases
<b>STIs</b>	Sexually Transmitted Infections
<b>TB</b>	Tuberculosis
<b>VAC</b>	Violence Against Children
<b>WBG</b>	World Bank Group

# 1 INTRODUCTION

## 1.1 Project Rationale

Eskom Holdings SOC (Ltd) is a South African utility that generates, transmits and distributes electricity. Eskom supplies about 95% of the country's electricity. In support of a decarbonised energy sector, Eskom has identified several power stations, under its management, that have reached their end-of-life stage. These stations are initially intended to go into extended cold reserve and are most likely to be fully decommissioned in the future. The Komati Power Station (KPS) is one of these facilities that Eskom has proposed to shut down, dismantle and repurpose as it reaches its end of life. The KPS is situated approximately 37km south of the town of Middelburg next to the R35 in the Mpumalanga Province of South Africa (SA). The shutdown and dismantling of KPS will reduce Green House Gas (GHG) Emissions in the Middleburg area which is part of the Mpumalanga Highveld region that is known to suffer elevated air pollution concentrations. KPS has been selected as a pilot project for the decommissioning and repurposing under the Eskom Just Energy Transition Project (EJETP): P177398 supported by the World Bank. The EJETP consist of three components namely, Component A – Decommissioning; Component B – The Repurposing Complex; and Component C – Opportunities for workers and communities, indicated in Figure 1 below.

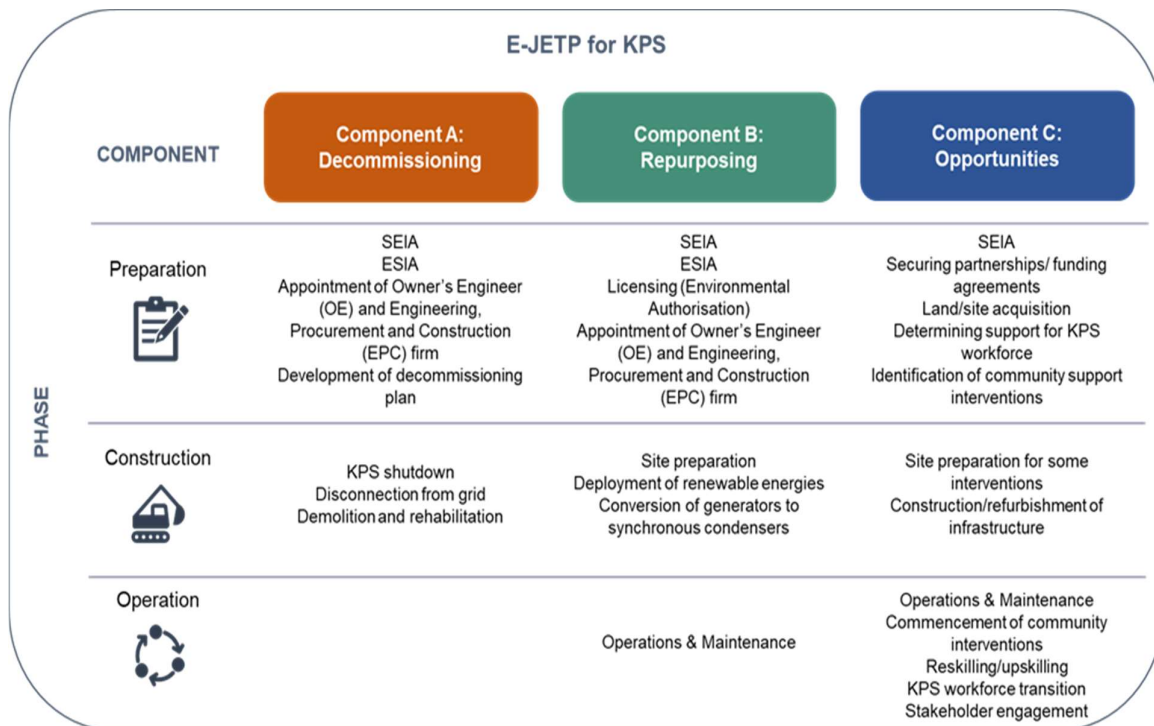


Figure 1: EJETP Description for Components A, B and C



## 1.2 Purpose of the Labour Management Procedure

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The proposed Project will be supported by funding from the World Bank Group (WBG), and therefore it is to be executed to meet all related requirements. According to the World Bank risk classification, the Project activities are considered to be of high risk and therefore requires the preparation of a full Environmental and Social Impact Assessment (ESIA), associated management plans and framework documents aligned with the requirements set out in the World Bank Environmental and Social Framework (ESF), the WBG General Environmental, Health and Safety (EHS) Guidelines, WBG Industry specific EHS Guidelines and Good International Industry Practice (GIIP).

The ESF sets out the World Bank's commitment to sustainable development and it enables Borrowers to better manage project risks as well as improve environmental and social performance, consistent with good international practices.

The framework consists of the following:

- ❑ A Vision for Sustainable Development, which sets out the Bank's aspirations regarding environmental and social sustainability;
- ❑ The World Bank Environmental and Social Policy for Investment Project Financing, which sets out the mandatory requirements that apply to the Bank; and
- ❑ The Environmental and Social Standards (ESSs), which set out the mandatory requirements that apply to the Borrower and projects.

The draft ESIA Reports for Component A and Component B identified various risks associated with the Project in terms of Occupational Health and Safety (OHS) hazards to project workers and potential risks and adverse impacts to the health and safety of the affected communities. It was thus determined that the ESS2: Labour and Working Conditions is relevant to the Project.

ESS2 requires that a Borrower develop and implement a written Labour Management Procedure (LMP) applicable to a project, which set out the way in which project workers will be managed, in accordance with the requirements of national law and this ESS.

The purpose of this LMP includes the following:

- ❑ To identify the different types of project workers that are likely to be involved in the Project; and
- ❑ To explain how the requirements of ESS2 that apply to the different types of workers will be adhered to.

The LMP constitutes one of the Thematic Management Plans that will accompany the ESIA's Environmental and Social Management Plan (ESMP).

The Contractor will prepare his/her own LMP in line with ESS2, the Project's LMP (this document) and SA's labour legislation (see Section 4 below).

### 1.3 Revision of the Labour Management Procedure

This is a live document and will be updated as required, after regular review and in response to specific needs identified during the preparation and implementation of the Project.

## 2 OVERVIEW OF THE PROJECT'S LABOUR USE

### 2.1 Characterisation of Project Workers

According to ESS2, a “project worker” refers to the following:

- ❑ **Direct workers** - People employed or engaged directly by the Borrower (including the project proponent and the project implementing agencies) to work specifically in relation to the project;
- ❑ **Contracted workers** - People employed or engaged through third parties to perform work related to core functions of the project, regardless of location. ‘Third parties’ may include contractors, subcontractors, brokers, agents or intermediaries;
- ❑ **Primary supply workers** - People employed or engaged by the Borrower’s primary suppliers. ‘Primary suppliers’ are those suppliers who, on an ongoing basis, provide directly to the project goods or materials essential for the core functions of the project; and
- ❑ **Community workers** - people employed or engaged in providing community labour. Community workers will not be used for this Project.

ESS2 applies to project workers including full-time, part-time, temporary, seasonal and migrant workers (i.e., workers who have migrated from one country to another or from one part of the country to another for purposes of employment). Table 1 indicates a summary of the investment required and the estimated number of jobs to be created for Component A, B and C. Refer to the detailed report in Appendix C. Employees will either be direct workers and contracted workers as per ESS2 definitions, the exact numbers per category is yet to be determined.

**Table 1: Investment and estimated number of jobs to be created for Component A, B and C**

Project	Investment (R'm)	Construction			Operation		
		Direct	Indirect	Total	Direct	Indirect	Total
Transition	TBC	330	310	640	-	-	-
Decommissioning of KPS	R473	539	940	1,478	-	-	-
Containerised Microgrid Assembly	R310	TBC	TBC	-	100	657	758
Establishment of Agrivoltaics Plant	R23M	72	10	82	26	8	34
Eskom Phase 1 Solar PV	R1,566	700	1,244	1,944	75	46	121
Battery Energy Storage Systems	R2,535	17	1,259	1,276	8	50	58

Project	Investment (R'm)	Construction			Operation		
		Direct	Indirect	Total	Direct	Indirect	Total
Eskom Phase 2 Solar PV	R783	216	622	838	38	23	61
Wind Energy Facility	R1,097	350	872	1,222	38	33	71
Synchronous Condensers	R78	3	62	65	2	1	3
Alien Vegetation Removal and Beneficiation	R3	3	6	9	100	2	102
Crop Farming with Mine-Affected Water	R7	8	14	22	50	9	59

## 2.2 Timing & Duration of Labour Requirements

According to the Project's programme (dated August 2022), which is subject to change in the future, closure/decommissioning of KPS is scheduled to take place from January 2025 to July 2026. Project workers will thus be employed for a period up to 18 months for Component A. The duration of employment for Component B and C will be determined after detailed designs are finalised and the component's activities are determined and scheduled.

## 3 ASSESSMENT OF KEY POTENTIAL LABOUR & COMMUNITY RISKS

### 3.1 Project Activities

#### 3.1.1 Component A

##### 3.1.1.1 High-Level Overview

The overall high-level programme for the decommissioning of KPS includes the following activities:

- Pre-closure planning (current phase of Project) –
  - Preparing a detailed Decommissioning Plan;
  - Complying with exiting environmental approvals;
  - Undertaking the ESIA and seeking environmental approvals;
  - Preparing decommissioning arrangements and programme; and
  - Planning Occupational Health and Safety measures for closure.
- Management and operation of the shutdown of the power station.
- Decommissioning of all plant, equipment, buildings and facilities, in accordance with the Decommissioning Plan and legal obligations.
- Management of all waste generated during decommissioning, including interim handling, storage, processing, transport and disposal.
- Remediation and return of the site to an agreed end state.

The decommissioning activities are summarised in Table 2 below.

**Table 2: Decommissioning activities applicable to retiring and repurposing (VPC GmbH, 2021)**

Area	Retiring	Repurposing
<b>Main Power Station Complex</b>		
Decontaminate, dismantle, then salvage, demolish or dispose waste at new on-site waste facility (Class C/D depending on classification). Shape footprint and rehabilitate area.	✓	✓
Linear infrastructure (roads, fences, pipes and conveyors). Remove that which will not be required for next land use. Shape footprint and rehabilitate area.	✓	✓
Sort and screen waste produced, crush concrete, dispose on-site facility (Class C), and hazardous waste to a hazardous disposal facility. Shape footprint and rehabilitate area.	✓	✓
Coal stockyard: Dismantle and remove infrastructure and dispose inert waste at on-site facility. Shape footprint and rehabilitate area.	✓	✓
<b>Ash dam and related infrastructure</b>		
Recovery dams (Lake Stoffel, Lake Fin), return water dams, and third recovery dam. Evaporate water, remove equipment, remove and dispose High Density Poly-Ethylene (HDPE) liner, excavate and dispose contaminated sediment to ADF, infill cavity, revegetate.	✓	✓
Existing ash dam - shape upper surface and side slopes, add 1m cover to prevent ingress of rainfall, establish vegetation, storm-water management	✓	✓
Old asbestos facility. Shape upper surface, install cover (design by Jones & Wagener Consulting Engineers), revegetate	✓	✓
Reservoirs: Will be upgraded and handed over to the local municipality to ensure continued provision of essential services	✓	✗
Borrow pit for infilling requirements (from outside property)	✓	✓
<b>Water monitoring</b>		
Allowance for monthly monitoring for five years <sup>1</sup>	✓	✓
Allowance for quarterly monitoring for five years	✓	✓
Reinstatement of drainage lines	✓	✓
<b>Rehabilitation monitoring</b>		
Monitor progress of rehabilitated areas for five years	✓	✓
<b>Care and Maintenance</b>		
Care and maintenance of the rehabilitated areas until rehabilitation objective is achieved.	✓	✓
<b>Water Treatment</b>		
Intercept contaminated groundwater plume with well field (informed by the plume behaviour)	✓	✓
Active water treatment for treatment of scavenger borehole water	✓	✓

<sup>1</sup> Although allowance is made for five years of monitoring post-closure, there are other requirements such as the Waste Management Licence of the asbestos site, which require Eskom to undertake monitoring for 30 years after the closure of the site. The WUL also specifies monitoring requirements.

### 3.1.1.2 Decommissioning Plan

A detailed Decommissioning Strategy and Plan is to be provided by Eskom to provide information necessary for the undertaking of the ESIA and for compiling the associated documentation.

The Decommissioning Plan will include the following (amongst others):

- Decommissioning objectives;
- Phasing of the closure of KPS;
- Timing and sequencing of decommissioning activities;
- Execution activities for areas to be decommissioned;
- Engineering designs and measures necessary for the decommissioning and rehabilitation of facilities at KPS;
- Desired end-states (including technical criteria) for the areas to be decommissioned, which also links to the proposed repurposing of KPS (as relevant); and
- Financial provisions for executing decommissioning and rehabilitation.

## 3.1.2 Component B

### 3.1.2.1 High-Level Overview

The overall high-level programme for the repurposing of KPS includes the following activities:

- Repowering the site with solar PV, batteries and wind turbines;
- Adapting innovative technical solutions to improve quality of power supply (i.e., synchronous condenser)
- Phased Repowering Approach: To meet Eskom's objective to develop new generation capacity speedily and cost-effectively at Komati, a 'two-phased approach' for repowering will be adopted based on the pre-feasibility study conducted for the project.
  - Phase 1 – Outer Areas (182 ha): The initial repowering phase will focus on the outer areas of the Komati site where there is no (or limited) infrastructure installed and where new technologies could be developed and procured as soon as the final technical design is agreed upon, and while decommissioning is ongoing at the plant site and ash dams. For this phase, 100 MW solar PV, 50 MW wind and 150 MW batteries are planned to be installed using infrastructure provided by Eskom (access roads, cable routes, transformer, etc.). The conversion of one 125 MW generator unit to a 100 megavolt amperes reactive (MVAR) synchronous condenser with a flywheel will be added as part of phase 1.

- Phase 2 – Komati power plant and Ash dams (123 ha): Once the main Komati plant and associated facilities are demolished and together with the ash dams rehabilitated, phase 2 of repurposing will include the installation of an additional 50 MW solar PVs and 20 MW of wind. At this stage Eskom is also planning to add the conversion of the two remaining 125 MW generator units to 2 x 100 MVAR synchronous condenser with a flywheel each to Phase 2. The 200MVAR synchronous condensers capacity will absorb and produce reactive power to stabilize and strengthen the power system. Phase 2 repurposing can only be implemented once the decommissioning is completed, the sites are cleaned up and the repurposing design is consistent with the environmental remediation and closure plans.

### 3.1.3 Component C

#### 3.1.3.1 High-Level Overview

The overall high-level programme for the transition opportunities for Eskom workers and communities of KPS includes the following activities:

- Transition support for Komati permanent workers, suppliers, and contract workers.
- Community Development; and
- Stakeholder engagement.

The three focus areas under Component C, are to mitigate potential impacts associated with the transition of workers and communities through supporting local economic development by:

- Strengthening the livelihoods of affected communities.
- Reskilling and upskilling of community members; and
- Reinvesting in viable local area development projects, including through repurposing options that will generate jobs and economic opportunities in the area.

The pilot projects (Agri-voltaic Plant, Microgrid Assembly and Fabrication Factory, and Komati Training Facility) which will be supported under Component C will take place within the existing Komati Power Station (KPS) footprint. The remainder of the sub-projects and activities supported under Component C, as listed below will be implemented within the greater Steve Tshwete Municipality within Mpumalanga province. The potential sub-projects which will take place outside of the KPS include amongst others:

- Agriculture (farming and gardens);
- Alien vegetation removal and beneficiation;
- Winter crop farming with mine affected water irrigation;
- Digital hubs and digital connection of communities;
- Upgrade/ expansion of sport and recreation facilities;
- Community support programs (ECD centres, health services, etc), and;

- Renovation/construction associated with the digital hub.

However, since the exact location and scope of activities under Component C, for those activities which will take place outside of the KPS are not going to be identified prior to their appraisal.

## 3.2 Labour Risks

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### 3.2.1 Occupational Health and Safety

Potential Occupational Health and Safety (OHS) hazards to project workers are associated with the following:

- Working near water such as pollution control dams, reservoirs, and watercourses;
- Working at heights during the dismantling of large structures;
- Working with, and human and heavy machinery interaction;
- Working in confined spaces;
- Working underground (e.g., decommissioning of pipelines);
- Working exposure to chemicals, hazardous substances and dangerous goods (e.g., fuels, cement, and fly ash);
- Working in a context of simultaneous operations (concurrent activities at the same time and at same locations);
- Working with contaminated material and hazardous waste (e.g., PCBs, asbestos, residual coal);
- Working exposure to non-detonatable explosives (non-detonatable explosive” means an explosive that needs extreme conditions to initiate);
- Working exposure to non-sensitised explosives (non-sensitised explosive” means any explosive or substance that needs to be sensitised by the addition of a gassing agent, chemical sensitiser, gas bubbles, organic fuel or micro balloon’s, or the like, for it to be used as an explosive);
- Working exposure posing a risk of being electrocuted resulting from contact with live parts, causing shock and burns to employees involved with the maintenance of the solar panels;
- Exposure to hazardous substances due to handling of end of life/malfunctioning solar panels and associated equipments;
- Exposure to Noise / vibration;
- Risks associated with Manual Handling of equipment’s and tools;
- Road safety risks (workers commuting and transportation of material equipment etc.);
- Working with vessels under pressure;
- Working with hand and electrical tools;
- Working on slopes and unstable ground (e.g., at ash dam);
- Risk of fires;
- Undertaking demolition work (including blasting);

- ❑ Working with electrical and mechanical equipment;
- ❑ Using vehicles on public and project roads;
- ❑ Extended or elevated exposure to dust, noise, the sun, heat and wet weather;
- ❑ Working at night / shift work / fatigue / heat stress;
- ❑ Exposure to illnesses, communicable diseases, COVID-19 and others;
- ❑ Exposure to mental or physical harassment, Sexual Exploitation and Abuse and Sexual Harassment (SEA/SH), and injury from interpersonal conflicts; and
- ❑ Exposure to floods and other natural disasters.

### **3.2.2 Working Conditions**

Risks associated with working conditions include the following:

- ❑ Failure to provide workers with adequate PPE and appropriate trainings;
- ❑ Failure to provide all workers with contracts;
- ❑ Failing to abide by the working provisions outlined in contracts (e.g., extended work hours, failure to provide time off, etc.);
- ❑ Child labour or forced labour;
- ❑ Mistreatment / different treatment of migrant workers;
- ❑ Inadequate / poor living conditions at labour camp;
- ❑ Discrimination during recruitment / employment;
- ❑ Failure to abide with the requirements of accommodating contractors' staff and all other employees in the formal dwellings, in local villages and nearby towns, with the exception of the night watch men and women on duty;
- ❑ Ensure that female security guards' employees are posted in areas of low risks in terms of criminal activities, and they are capacitated to cope with any eventuality;
- ❑ The contractor shall provide adequate ablution facilities for all his/her staff in the construction camps and separate ablution facilities for males and females are to be provided;

### **3.2.3 Forced Labour Risks associated with the Global Solar Supply Chain**

Since Component B of the project will involve repurposing with solar PV and batteries and Component C includes innovative projects such as small scale agrivoltaic demonstration plant and containerized microgrid assembly plant, addressing the forced labour risks associated with solar projects, will be important. Under ESS2, where there is a significant risk of forced labour related to primary supply workers, Eskom will require the primary supplier to identify those risks and if forced labour cases are identified, Eskom will require the primary supplier to take appropriate steps to remedy them. Ultimately, where remedy is not possible, Eskom will, within a reasonable period, shift the project's primary suppliers to suppliers that can demonstrate that they are meeting the relevant requirements of ESS2. Prior to beginning the procurement process, Eskom will undertake market analysis to identify the possible sellers of solar panels to the Project.



The bidding documents will emphasize forced labour risks in solar panels and components and will require that sellers of solar panels to the Project will not engage or employ any forced labour among their work force. The World Bank will carry out prior review procurements of solar panels and components to ensure that enhanced provisions are used by Eskom.

For procurement activities related to Solar Panels the bidding document will include provisions for addressing Forced Labour in the invitation for bids, instruction to bidders and qualification requirement; the bidders are required to submit Forced Labour Performance Declaration and Forced Labour Declaration; and strengthened contract clause on Forced Labour.

### **3.3 Community Health and Safety Risks associated with Labour Influx**

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The risks to the community resulting from labour influx include the following:

- Community – worker relationships;
- Impacts of Project's security on local communities;
- Spread of communicable diseases by workers to the local communities;
- Transfer of Sexually Transmitted Infections (STIs) from in-migrants and workforce to community; and
- Gender-Based Violence (GBV) and SEA/SH regarding community members.

### **3.4 Use of Security Personnel**

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If it is decided that security personnel should be engaged for the Project, the potential risks and impacts stemming from such engagement will include the following:

- Unacceptable behaviour by security personnel towards communities and project workers, which may lead to conflict;
- Risks of tension due to different backgrounds among the security personnel, community members, and project workers; and
- Unnecessary use of force by security personnel.

## **4 OVERVIEW OF LABOUR LEGISLATION**

### **4.1 Introduction**

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In addition to complying with ESS2, the Project needs to adhere to the provisions of SA legislation regarding labour, including the following:

- Labour Relations Act (Act No.66 of 1995) (LRA) –
  - Gives effect to section 27 of the Constitution;
  - Promote and facilitate collective bargaining at the workplace and at sectoral level;
  - Regulates the right to strike and the recourse to lockout in conformity with the Constitution;

- Promotes employee participation in decision-making through the establishment of workplace forums; and
- Provides simple procedures for the resolution of labour disputes.
- ❑ Basic Conditions of Employment Act (Act No. 75 of 1997) (BCEA) –
  - Gives effect to the right to fair labour practices referred to in section 23(1) of the Constitution by establishing and making provision for the regulation of basic conditions of employment.
- ❑ Occupational Health and Safety Act (Act No. 85 of 1993) (OHSA) –
  - Provides for the health and safety of persons at work and for the health and safety of persons in connection with the activities of persons at work.
- ❑ Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993) (COIDA) –
  - Provides for compensation for disablement caused by occupational injuries or diseases sustained or contracted by employees in the course of their employment, or for death resulting from such injuries or diseases.

## **4.2 Labour Legislation: Terms of Conditions**

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A summary of key provisions in the BCEA and LRA regarding the terms and conditions of employment of the project workers follows. This summary is not intended to be exhaustive, but rather lists certain salient requirements. The provisions listed apply to employees who work more than 24 hours a month for an employer.

### **Working hours**

- ❑ Ordinary hours of work:
  - An employer may not require or permit an employee to work more than 45 hours in any week and 9 hours in any day if the employee works for 5 days or fewer in a week or 8 hours in any day if the employee works on more than 5 days in a week.
- ❑ An employer must pay an employee at least 1.5 times the employee's wage for overtime worked.

### **Meal intervals**

- ❑ An employer must give an employee who works continuously for more than 5 hours a meal interval of at least 1 continuous hour.
- ❑ During a meal interval the employee may be required or permitted to perform only duties that cannot be left unattended and cannot be performed by another employee.

### **Daily and weekly rest period**

- ❑ An employer must allow an employee:
  - A daily rest period of at least 12 consecutive hours between ending and recommencing work; and

- A weekly rest period of at least 36 consecutive hours which, unless otherwise agreed, must include Sunday.

### **Night work**

- ❑ Employees who work at night between 18h00 and 06h00 must be compensated by payment of an allowance or by a reduction of working hours and transport must be available.
- ❑ Employees who work regularly after 23:00 and before 06:00 the next day must be informed:
  - Of any health and safety hazards; and
  - The right to undergo a medical examination.

### **Leave**

- ❑ An employee can take up to 21 continuous days' annual leave or, by agreement, 1 day for every 17 days worked or 1 hour for every 17 hours worked.

### **Written particulars of employment**

- ❑ An employer must supply an employee, when the employee commences employment, with the following particulars in writing:
  - The full name and address of the employer;
  - The name and occupation of the employee or a brief description of the work for which the employee is employed;
  - The place of work, and, where the employee is required or permitted to work at various places, an indication of this;
  - The date on which the employment began;
  - The employee's ordinary hours of work and days of work;
  - The employee's wage or the rate and method of calculating wages;
  - The rate of pay for overtime work;
  - Any other cash payments that the employee is entitled to;
  - Any payment in kind that the employee is entitled to and the value of the payment in kind;
  - How frequently remuneration will be paid;
  - Any deductions to be made from the employee's remuneration;
  - The leave to which the employee is entitled;
  - The period of notice required to terminate employment, or if employment is for a specified period, the date when employment is to terminate;
  - A description of any council or sectoral determination which covers the employer's business;
  - Any period of employment with a previous employer that counts towards the employee's period of employment; and

- A list of any other documents that form part of the contract of employment indicating a place that is reasonably accessible to the employee where a copy of each may be obtained.

### **Payment of remuneration**

- An employer must pay to an employee any remuneration that is paid in money:
  - In South African currency;
  - Daily, weekly, fortnightly or monthly; and
  - In cash, by cheque or by direct deposit into an account designated by the employee.
- Any remuneration paid in cash or by cheque must be given to each employee:
  - At the workplace or at a place agreed to by the employee;
  - During the employee's working hours or within 15 minutes of the commencement or conclusion of those hours; and
  - In a sealed envelope which becomes the property of the employee.
- An employer must pay remuneration not later than seven days after:
  - The completion of the period for which the remuneration is payable; or
  - The termination of the contract of employment.

### **Deductions**

- An employer may not deduct any money from your pay, unless:
  - The employee agrees in writing to the deduction in respect of a debt specified in the agreement; or
  - The deduction is required by law or permitted in terms of a law, collective agreement, court order or arbitration award.

### **Notice of termination of employment**

- A contract of employment terminable at the instance of a party to the contract may be terminated only on notice of not less than:
  - 1 week, if the employee has been employed for 4 weeks or less;
  - 2 weeks, if the employee has been employed for more than 4 weeks but not more than 1 year;
  - 4 weeks, if the employee has been employed for 1 year or more or is a domestic worker who has been employed for more than 4 weeks.
- Notice of termination of a contract of employment must be given in writing, except when it is given by an illiterate employee.

### **Child labour and forced labour**

- It is against the law to employ a child under 15 years old.
- It is against the law to force someone to work.

### **Unfair dismissal and unfair labour practice**

- ❑ Every employee has the right not to be unfairly dismissed and subjected to unfair labour practice.
- ❑ If there is a dispute about the fairness of a dismissal or a dispute about an unfair labour practice, the dismissed employee or the employee alleging the unfair labour practice may refer the dispute in writing within to:
  - A council, if the parties to the dispute fall within the registered scope of that council; or
  - The Commission (i.e., Employment Conditions Commission established by Section 59(1) of the BCEA), if no council has jurisdiction.

### **4.3 Legislation: Occupational Health and Safety**

The Project will comply with the OHS requirements outlined in ESS2 and will take into account the World Bank Group General EHS Guidelines and the industry-specific EHS Guidelines (as appropriate), as well as other GIIP and International Labour Organization (ILO) Conventions ratified by SA (see Table 3 below).

**Table 3: List of ILO conventions ratified by SA and which are in force (DEL, 2020)**

Types/ groups	ILO OHS Convention	Date of Ratification
<b>Fundamental conventions</b>	C029 - Forced Labour Convention, 1930 (No. 29)	05 Mar 1997
	C087 - Freedom of Association and Protection of the Right to Organise Convention, 1948 (No. 87)	19 Feb 1996
	C098 - Right to Organise and Collective Bargaining Convention, 1949 (No. 98)	19 Feb 1996
	C100 - Equal Remuneration Convention, 1951 (No. 100)	30 Mar 2000
	C105 - Abolition of Forced Labour Convention, 1957 (No. 105)	05 Mar 1997
	C111 - Discrimination (Employment and Occupation) Convention, 1958 (No. 111)	05 Mar 1997
	C138 - Minimum Age Convention, 1973 (No. 138)	30 Mar 2000
	C182 - Worst Forms of Child Labour Convention, 1999 (No. 182)	07 Jun 2000
<b>Governance</b>	C081 - Labour Inspection Convention, 1947 (No. 81)	20 Jun 2013
	C144 - Tripartite Consultation (International Labour Standards) Convention, 1976 (No. 144)	18 Feb 2003
<b>Technical</b>	C002 - Unemployment Convention, 1919 (No. 2)	20 Feb 1924
	C019 - Equality of Treatment (Accident Compensation) Convention, 1925 (No. 19)	30 Mar 1926
	C026 - Minimum Wage-Fixing Machinery Convention, 1928 (No. 26)	28 Dec 1932
	C042 - Workmen's Compensation (Occupational Diseases) Convention (Revised), 1934 (No. 42)	26 Feb 1952
	C045 - Underground Work (Women) Convention, 1935 (No. 45)	25 Jun 1936
	C063 - Convention concerning Statistics of Wages and Hours of Work, 1938 (No. 63)	08 Aug 1939
	C080 - Final Articles Revision Convention, 1946 (No. 80)	19 Jun 1947
	C089 - Night Work (Women) Convention (Revised), 1948 (No. 89)	02 Mar 1950
	C116 - Final Articles Revision Convention, 1961 (No. 116)	09 Aug 1963
	C155 - Occupational Safety and Health Convention, 1981 (No. 155)	18 Feb 2003

Types/ groups	ILO OHS Convention	Date of Ratification
	C176 - Safety and Health in Mines Convention, 1995 (No. 176)	09 Jun 2000
	MLC, 2006 - Maritime Labour Convention, 2006 (MLC, 2006)	20 Jun 2013
	Amendments of 2014 to the MLC, 2006	18-Jan-2017
	Amendments of 2016 to the MLC, 2006	08-Jan-2019
	C188 - Work in Fishing Convention, 2007 (No. 188)	20 Jun 2013
	C189 - Domestic Workers Convention, 2011 (No. 189)	20 Jun 2013

Pursuant to the requirements of the ESS2, the Project will also comply with SA's OHSA (Act 85 of 1993) and its regulations. Certain key provisions in the OHSA regarding the health and safety of the project workers and community include the following (amongst others):

- ❑ Every employer shall provide and maintain, as far as is reasonably practicable, a working environment that is safe and without risk to the health of his employees;
- ❑ Every employer shall conduct his undertaking in such a manner as to ensure, as far as is reasonably practicable, that persons other than those in his employment who may be directly affected by his activities are not thereby exposed to hazards to their health or safety;
- ❑ Every employee shall at work take reasonable care for the health and safety of himself and of other persons who may be affected by his acts or omissions;
- ❑ Every employer will designate in writing for a specified period health and safety representative(s) and establish health and safety committee(s), as required. These parties will function in accordance with the provisions in the OHSA;
- ❑ Every employer shall as far as reasonably practicable cause every employee to be made conversant with the hazard to his/ her health and safety attached to any work he/she has to perform;
- ❑ No employer shall in respect of anything which he is in terms of the OHSA required to provide or to do in the interest of the health and safety of an employee, make any deductions from any employees remuneration or require employees to make payment to him, and;
- ❑ Every employee has the right to refuse to perform any work if circumstances arise which with reasonable justification appears to that employee or health and safety representative to pose an imminent and serious health and safety risk to them and others without any retaliation against such employee.

An OHS management system consistent with the ESS2, OHSA and Eskom's existing HSE system, will be developed and thereafter implemented for the Project. This will include measures during the design phase, as well as the procurement, and management of the Contractor for decommissioning activities and installation of the repurposing activities, in terms of the Construction Regulations (GNR 84 of 7 February 2014) under the OHSA.

In addition, the Project must adhere to the requirements of other relevant regulations under the OHS Act, such as the General Administrative Regulations (GNR 929 of 25 June 2003) and the General Safety Regulations (GNR 1031 of 30 May 1986 and subsequent amendments) (amongst others).

## 5 RESPONSIBLE STAFF

### 5.1 Eskom: Safety, Health and Environmental (SHE) Manager

Eskom will be responsible for the following:

- Complying with legal obligations in terms of labour and OHS requirements;
- Managing contracts with Primary Suppliers to ensure alignment with the provisions of ESS2;
- Ensuring that the contract with the Principal Contractor is aligned with the provisions of the Project LMP as well as other environmental and social requirements;
- Implementing this Project LMP for direct workers;
- Ensuring that the Principal Contractor responsible for shutdown and dismantling prepares his/her own LMP, in accordance with the Project LMP;
- Supervising the Principal Contractor to ensure that they are complying with the contractual obligations in respect of contracted and sub-contracted workers;
- Monitoring the implementation of the Principal Contractor's LMP;
- Monitoring compliance against the OHS Act and Regulations, as well as the OHS Management Plan for the Project;
- Monitoring the training of the project workers;
- Implementing Eskom's Grievance Procedure and monitoring the implementation of the Principal Contractor grievance mechanism; and
- Monitoring the implementation of the Code of Conduct for the project workers.

### 5.2 Principal Contractor

The Principal Contractor will be responsible for the following in terms of contracted and sub-contracted workers:

- Complying with legal obligations in terms of labour and OHS requirements;
- Developing and implementing an LMP and Health and Safety Plan consistent with the requirements of ESS 2, the Project LMP and national laws;
- Appointing competent persons to execute labour, OHS and social functions required for the Project;
- Developing, implementing and maintaining a grievance mechanism;
- Maintaining labour and OHS records;
- Providing regular labour and OHS training;
- Investigating OHS incidents and implementing corrective actions, where necessary;

- ❑ Maintaining records of recruitment and employment process;
- ❑ Clearly communicating job description and employment conditions;
- ❑ Implementing a system to regular review and report on labour and OHS performance;
- ❑ Managing and checking the performance of subcontractors in terms of labour and OHS requirements in line with the requirements of ESS 2, the Project LMP and national laws; and
- ❑ Ensure that all contractor and sub-contractor workers understand and sign the Code of Conduct prior to the commencement of works.

## 6 POLICIES & PROCEDURES

### 6.1 General

The Project will be executed in accordance with Eskom's Policies and Procedures, which include the following (amongst others):

- ❑ Health and Safety Specifications;
- ❑ The Eskom Code of Ethics;
- ❑ Disciplinary Procedure;
- ❑ Grievance Procedure;
- ❑ COVID-19 related Standard & Guidelines;
- ❑ Generation Project Life Cycle Model;
- ❑ Project Engineering Change Management Procedure;
- ❑ Contract Quality Requirements; and
- ❑ Operating Regulations.
- ❑ Disciplinary Code standard

### 6.2 Disciplinary Procedure

Eskom's Disciplinary Procedure is contained in **Appendix A**. The procedure outlines the process to be followed or utilised in the event of alleged misconduct as provided for in the Disciplinary Code/Standard.

Employees who participate in unprotected industrial action will be dealt with in terms of the requirements of the specific circumstances and with due cognisance of the provisions of the LRA.

### 6.3 Occupational Health & Safety

Applicable Eskom's OHS management Procedures will be used as a bases to develop the project OHS management system and they include:

- ❑ Safety, Health, Environment and Quality (SHEQ) Policy (EPL 32-727)



- ❑ Occupational Health and Safety Incident Management Procedure (32-95)
- ❑ Contractor Health and Safety Requirements (32-136)
- ❑ Employees' Right of Refusal to work in unsafe Situations (240-43848327)
- ❑ Eskom Personal Protective Equipment Specification (240-44175132)
- ❑ Occupational Health and Safety Risk Assessment Procedure (32-520)
- ❑ Eskom Life -Saving Rules (240-62196227)
- ❑ OHS Roles and Responsibilities and Statutory Appointments Standard (240-62582234)
- ❑ Eskom Emergency Planning Procedure (32-123)
- ❑ Eskom Fire Risk Management Standard (32-124)
- ❑ Emergency Response Procedure – Communications (32-256)
- ❑ Process Control Manual (PCM) for Incident Management (240-51122806)
- ❑ Process Control Manual (PCM) for Occupational Health and Safety Management (240-49308149)

The Project's management objectives for OHS include the following:

- ❑ Provide and maintain a healthy and safe work environment for closure;
- ❑ Protect the health and safety of project workers during the Project;
- ❑ Prevent the use of all forms of forced labour and child labour;
- ❑ Effectively manage grievances from project workers related to labour, OHS and working conditions; and
- ❑ Comply with local legal and other requirements.

An OHS Management Plan will be compiled as part of the ESIA, which will accompany the ESMP. This plan will address the following:

1. Identification of potential hazards to project workers;
2. Preventive and protective measures;
3. Training of project workers and maintenance of training records;
4. Documentation and reporting of OHS accidents, diseases and incidents; and
5. Prevention, preparedness and response arrangements to emergency situations, which will be captured in an Emergency Response Plan (ERP).

The OHS Management Plan will further provide guidance for site-specific practices and procedures which the Contactor will develop and implement, such as Standard Operating Procedures (SOPs), Management and Control Measures and/or Method Statements (where necessary).

A preliminary list of OHS control measures for the Project is included in the draft ESIA Report.

## **6.4 Community Health & Safety**

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The Project's management objectives for community health and safety include the following:

- ❑ Respect cultural diversity and the livelihoods of local communities;
- ❑ Protect the health and safety of local communities;
- ❑ Effectively manage grievances raised by local communities;
- ❑ Prevent the spreading of communicable diseases and STIs from project workers; and
- ❑ Comply with local legislation and other requirements.

The Project's ESMP will be aligned to the relevant Good Practice Notes (GPN) of the World Bank, including:

- ❑ Addressing GBV/SEA/SH in Investment Project Financing involving major civil works, which will be provided for in the Project's SEA/SH Prevention and Response Plan;
- ❑ Road safety;
- ❑ Assessing and managing the risks and impacts of the use of security personnel; and
- ❑ Managing the risks of adverse impacts on communities from temporary project induced labour influx.

A Community Health and Safety Plan, as well as an ERP, will be compiled as part of the ESIA, which will accompany the ESMP.

A preliminary list of control measures for community health and safety for the Project is included in the draft ESIA Report.

## 7 AGE OF EMPLOYMENT

In accordance with the BCEA, it is against the law to employ a child who is under 15 years of age or who is under the minimum school-leaving age in terms of any law if this is 15 or older. It is also illegal to employ a child in employment that is inappropriate for a person of that age or that places at risk the child's well-being, education, physical or mental health, or spiritual, moral or social development. The Project will adhere to these legal requirements.

Eskom, the Contractor, and subcontractors will be required to verify the age of workers by requesting copies of identity documents or birth certificates.

Should a child under the minimum age be discovered working on the Project, actions will be taken to immediately terminate the employment or engagement of the child in a responsible manner, taking into account the best interest of the child in question.

## 8 TERMS & CONDITIONS

The terms and conditions of direct workers employed by Eskom will be in accordance with the BCEA and LRA (refer to summary provided in Section 4.2 above), as well as ESS2 (except in the case of existing civil servants).

The Contractors' LMP will set out the terms and conditions of employment for the contracted workers. As a minimum, these terms and conditions will be aligned with ESS2, the Project's LMP and SA's labour legislation.

Eskom's formal agreements with Trade Unions and Employers' Organisations will apply to the Project.

## 9 GRIEVANCE MECHANISM

The grievance mechanism for the Project's direct workers and contracted workers encompasses the process for publicising, receiving, evaluating, and addressing labour-related grievances.

Eskom's Grievance Procedure is contained in **Appendix B**.

The Contractor will prepare his/her own LMP before the commencement of decommissioning activities, which will also include a detailed description of the grievance mechanism for the workers.

## 10 CONTRACTOR MANAGEMENT

Eskom will manage the Principal Contractor, including the performance against labour and OHS requirements in terms of contracted workers based on the following policies and procedures.

- Deliver Projects Policy (240-112292436)
- Contractor Health and Safety Requirements standard (32-136)
- Reference Project Life Cycle Model Standard (240-95401790)

The Contractor Health and Safety Requirements (32-136) standard, in section 2.1.1 stipulates that "*Eskom's contractors have the fundamental accountability and responsibility for executing on-site safety, health, and environment issues for their activities, services, products, and work. Each contractor is responsible for ensuring that its employees and the employees of all appointed contractors comply with all occupational safety, health and Environmental (SHE) statutory requirements and policies and procedures of Eskom Holdings Soc Limited*".

The management of the Principal Contractor will include the following:

- Monitoring the compliance of the Principal Contractor with the contractual obligations;
- Providing induction on SA's labour and OHS legislation, the Project LMP, Eskom's policies and procedures and the Code of Conduct as stipulated in the Disciplinary Code standard (32-1112).
- Checking records related to –

- Labour conditions [contracts with workers, induction register, actual hours worked, payment and deductions (including overtime), collective bargaining agreements, etc.];
  - Safety (incidents and investigations, SOPs, first aid cases, high potential near misses, and remedial and preventive activities required, etc.);
  - Workers [number of contracted workers, origin, gender, age [including evidence that no child labour is involved), skill level, etc.];
  - Training (dates, training plan, number of trainees, and topics); and
  - Grievances [grievance details (description and date submitted), actions taken and dates, resolution (if any) and date, and follow-up actions].
- ❑ Convening regular meetings and undertaking site visits with the Principal Contractor.

## 11 PRIMARY SUPPLY WORKERS

The Contractor Health and Safety Requirements Standard (32-136) procedure, in section 2.5.6 stipulates that *“All duties that Eskom has as the client towards the contractor, the contractor in turn, shall have towards all his/her appointed contractors. It must be noted that the contractor remains accountable and responsible for his/ her appointed contractors. The relationship between the contractor and his/ her appointed contractor shall be governed by the contractual arrangements into which they have entered. The contractors shall carry out the duties as contemplated in Section 8 and 9, of the relevant regulations and duties as listed in regulation 7 of the Construction Regulations of the OHS Act”*. The Occupational Health and Safety Act (Act No. 85 of 1993) (OHS Act) regulates aspects that pertains to:

- ❑ Provides for the health and safety of persons at work and for the health and safety of persons in connection with the activities of persons at work
- ❑ The contractor need to ensure that primary suppliers are not using child or forced labour and that worker are not exposed to serious safety (OHS) risks.
- ❑ Prevent the risks that are likely to exist in the primary supply chain e. g In South Africa, child labours are known to be active in the agricultural/ farming sector particularly during harvest periods

2.2.4 For all Eskom’s contracts, Contracts with external parties shall adhere as a minimum requirement to the Contract Management processes as defined in the Deliver Projects Methodology ensuring compliance to the latest supply chain legislation from government and the relevant bodies as stipulated by the Deliver Projects Policy (240-112292436) section 2.2.4.

The Policy further state in section 2.2.11 that: All persons appointed to perform project work shall:

- Possess the necessary, relevant qualification prior to appointment.
- Be adequately trained and skilled in the Deliver Projects Methodology.
- Be registered in accordance with statutory requirements, as applicable
- Project delivery shall be conducted with respect, care and safety for all stakeholders i.e., including local communities, the environment and assets.

Quality and assurance reviews/ audits will be conducted on all contractors and suppliers to ensure that Eskom verifies compliance by contractors to all Labour legislations as well National OHS legislation and applicable regulations. Noncompliance's will be managed as per signed contracts with each contractor.

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Contractor Health and Safety Requirements Standard (32-136)

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Deliver Projects Policy (240-112292436)

Emergency Response Procedure – Communications (32-256)

Employees' Right of Refusal to work in unsafe Situations (240-43848327)

Eskom Emergency Planning Procedure (32-123)

Eskom Fire Risk Management Standard (32-124)

Eskom Life -Saving Rules (240-62196227)

Eskom Personal Protective Equipment Specification (240-44175132)

ESS2: Labour and Working Conditions

Occupational Health and Safety Incident Management Procedure (32-95)

Occupational Health and Safety Risk Assessment Procedure (32-520)

OHS Roles and Responsibilities and Statutory Appointments Standard (240-62582234)

Process Control Manual (PCM) for Incident Management (240-51122806)

Process Control Manual (PCM) for Occupational Health and Safety Management (240-49308149)

Reference Project Life Cycle Model Standard (240-95401790)

Safety, Health, Environment and Quality (SHEQ) Policy (EPL 32-727)


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VPC (2021). Draft Report for Komati Thermal Power Plant: Technical Analysis on retiring and repurposing four coal plants, South Africa

## APPENDIX A

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### Eskom's Disciplinary Procedure

	<b>Procedure</b>	<b>Human Resources Division</b>
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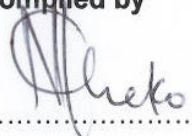
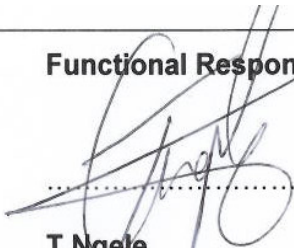

**14**

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DISCLOSURE**

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## **1. INTRODUCTION**

The Disciplinary Procedure outlines the process to be followed or utilised in the event of alleged misconduct as provided for in the Disciplinary Code/Standard.

## **2. SUPPORTING CLAUSES**

### **2.1 SCOPE**

#### **2.1.1 Purpose**

The purpose of the Disciplinary Procedure is to correct behaviour that is unsatisfactory to Eskom and to encourage expected behaviour.

Discipline will, on the whole, be applied progressively with due regard to the nature and seriousness of infringements, but will not preclude dismissal for first infringement.

#### **2.1.2 Applicability**

This Procedure shall apply throughout Eskom Holdings Limited, its Divisions, and Business Units.

Employees who participate in unprotected industrial action need not necessarily be dealt with in terms of this Procedure, but subject to the requirements of the specific circumstances and with due cognisance of the provisions of the Labour Relations Act (66/1995), hereinafter referred to as the Act.

## **2.2 NORMATIVE/INFORMATIVE REFERENCES**

Parties using this procedure shall apply the most recent edition of the documents listed below:

### **2.2.1 Normative**

- [1] ISO 9001 Quality Management Systems.
- [2] Recognition Agreement.
- [3] Grievance Procedure.
- [4] Disciplinary Code.
- [5] Disciplinary Procedure
- [6] Sexual Harassment Standard
- [7] Labour Relations Act.

### **2.2.2 Informative**

- [1] Constitution of the Republic of South Africa.
- [2] Labour Relations Act.
- [3] Basic Conditions of Employment Act.
- [4] Employment Equity Act.

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- [5] Collective agreements.
- [6] Codes of Good Practice.
- [7] Various Conditions of Services.

## 2.3 DEFINITIONS

**2.3.1 Controlled disclosure:** controlled disclosure to external parties (either enforced by law or discretionary)

**2.3.2 Eskom:** is used for Eskom Holdings Limited and its Divisions and owned subsidiaries.

**2.3.3 Him/His:** is used for describing a “person” and is not gender based, that is, male or female gender.

**2.3.4 Representative:** is a fellow employee or an official of a recognised trade union appointed by the employee to assist him/her.

## 2.4 ABBREVIATIONS

Abbreviation	Description
CCMA	Commission for Conciliation Mediation Arbitration
ER	Employment Relations
HR	Human Resources
IR	Industrial Relations

## 2.5 ROLES AND RESPONSIBILITIES

It is the responsibility of management to institute discipline in a lawful and equitable manner.

An employee shall, during all disciplinary proceedings, be entitled to be assisted or advised by a representative.

## 2.6 PROCESS FOR MONITORING

Annual review and implementation of new collective agreements and legislation.

## 2.7 RELATED/SUPPORTING DOCUMENTS

This procedure supersedes the previous version of the document.

## 3. PRINCIPLES

The following principles will be observed when applying the procedure:

3.1 The principle of fairness and equity shall always be adhered to.

### CONTROLLED DISCLOSURE

3.2 Any disciplinary action, shall as far as possible, emphasize corrective measures rather than punitive measures.

3.3 Eskom will endeavour to take disciplinary action within three (3) months from the date that it becomes aware of any misconduct.

#### **4. DISCIPLINARY PROCEDURE**

No disciplinary action shall be instituted against an employee unless he/she is afforded a proper opportunity to state his/her case and to defend him/herself against any allegations that may be taken into consideration against him/her.

When it is suspected that an employee has committed misconduct, one of the following disciplinary processes will be followed:

##### **4.1 Disciplinary Enquiry**

4.1.1 Disciplinary enquiry is an inquisitorial process to be conducted by the manager or supervisor of the employee. The manager has a right to determine the finding and sanction, having considered the facts.

4.1.2 The process will only be utilized for offences that, on the face of it, may not result in severe sanction.

4.1.3 In the event where it becomes apparent during the enquiry that the misconduct may require a disciplinary hearing, the manager must advise the employee and refer it to a disciplinary hearing.

##### **4.2 Disciplinary Hearing**

4.2.1 Disciplinary hearing is an adversarial process to be chaired by an internal independent chairperson.

4.2.2 The process will only be utilised for offences that may, or have the potential to, result in/or warrant a penalty of dismissal.

4.2.2 The utilisation of this process does not necessarily mean that a sanction of dismissal will be the only sanction. It means a sanction of dismissal and other sanctions (as prescribed in the Disciplinary Code/Standard) are appropriate sanctions.

##### **4.3 Pre-Dismissal Arbitration**

4.3.1 Pre-dismissal arbitration is an adversarial process to be chaired by an independent external chairperson.

4.3.2 The process will only be utilised for offences that may, or have the potential to, result in/or warrant a penalty of dismissal.

4.3.3 The process can only be utilised if the parties (employer and employee) involved in that particular disciplinary case agree to utilise the process.

4.3.4 The process is, *mutatis mutandis*, subject to the provision of Section the 188A of the LRA 66 of 1995, as amended.

4.3.5 If the parties agreed to follow a pre-dismissal arbitration procedure in terms of the LRA 66 of 1995, an agreement shall be made in writing by the parties before the case can be referred to the Commission or a selected accredited agency.

**CONTROLLED DISCLOSURE**

4.3.6 The parties must exchange all relevant documents to be submitted into evidence at the arbitration, at least 4 days prior to the arbitration.

4.3.7 The process will constitute the following:

- a. A list of all arbitrators from the Commission or Panellists from any Accredited Agency shall be acquired by the parties.
- b. Parties to choose three (3) possible names from the list and, finally, select one name of the Arbitrator who will chair the Pre-dismissal arbitration.
- c. The case presenter to lead employer's case.
- d. Alleged offender and his/her representative.
- e. Legal representation during the pre-dismissal arbitration will subject to the provisions of Rule 25 of the Commission for Conciliation Mediation Arbitration rules.
- f. The arbitrator shall have the same powers as contemplated by Section 188A(7) of the LRA 66 of 1995.
- g. The provisions of Section 143 to 146 of LRA 66 of 1995 shall apply to any award made by an arbitrator in terms of this procedure.
- h. The method of recording will include audio tape recording but exclude visual recordings.
- i. The arbitrator will have 14 days to make an award; the award must be in writing.
- j. An arbitrator's award will be final and binding and have similar status and effect as those issued by the arbitrator at arbitration under auspices of the CCMA.

#### **4.4 Suspension of employee with pay pending Disciplinary Enquiry, Hearing or Pre-dismissal arbitration**

4.4.1 When it is suspected that an employee may have committed misconduct and that his/her continued presence in the premises of the company might interfere with the disciplinary investigations, the manager may decide to suspend the employee with pay pending the outcome of the investigation.

4.4.2 Depending on the outcome of the investigation, the manager may extend the suspension or impose the suspension (if the employee was not suspended) pending the outcome of disciplinary process.

4.4.3 The decision to suspend the employee must be considered if and when one or more of the following factors are involved:

- a. element of dishonesty in the alleged misconduct
- b. possibility of tampering with evidence
- c. possibility of interfering with the investigation process
- d. possibility of intimidating witnesses.

#### **4.5 Notification of Disciplinary Enquiry, Disciplinary Hearing or Pre-dismissal arbitration**

A written notice advising the employee of the alleged misconduct (charge), process to be followed (enquiry, hearing or Pre-dismissal arbitration), the particulars relating thereto, as well as his/her rights and the time and place of the hearing shall be furnished to the employee at least five (5) days prior to the hearing or three (3) days for enquiry or ten (10) days for pre-dismissal arbitration.

**CONTROLLED DISCLOSURE**

## **5 DISCIPLINARY ENQUIRY PROCEDURE**

- 5.1 Once the manager has determined that the process to be followed is a disciplinary enquiry procedure in terms of paragraph 4.1 and the employee has been advised in terms of paragraph 4.5, the manager shall prepare for an inquisitorial approach.
- 5.2 The parties must exchange all relevant documents to be relied upon at the enquiry at least 24 hours prior to the enquiry.
- 5.3 At the disciplinary enquiry, the following process will be followed:
- 5.3.1 The manager will put the charge(s) and all the relevant facts and documents to the employee.
- 5.3.2 The employee will be afforded an opportunity to give an explanation for the allegations.
- 5.3.3 Witnesses may be called in to give evidence.
- 5.3.4 The manager will consider all the facts and make a finding. The finding must be in writing.
- 5.3.5 If the finding is a guilty verdict, the employee must be advised to furnish mitigating factors.
- 5.3.6 The manager must consider the mitigating factors and aggravating factors and issue a sanction. The sanction must be in writing.
- 5.3.7 The finding and the sanction of the manager do not necessarily have to be given on the same day.
- 5.3.8 The only method of recording will be in terms of the Disciplinary Enquiry Summary of Events form.

## **6 DISCIPLINARY HEARING PROCEDURE**

- 6.1 Once the manager has determined that the process to be followed is a disciplinary hearing procedure in terms of paragraph 4.2 and the employee has been advised in terms of paragraph 4.5, the manager shall prepare for an adversarial approach.
- 6.2 The parties must exchange all relevant documents to be submitted into evidence at the hearing, at least two days prior to the hearing.
- 6.3 The process will constitute:
- 6.3.1 an internal independent chairperson; a prosecutor or case presenter;
- 6.3.2 accused employee and his representative; and
- 6.3.3 an employee relations practitioner.
- 6.4 The method of recording will include audio tape recording, but exclude visual recordings.
- 6.5 The parties will be given an opportunity to lead their respective evidence.
- 6.6 The chairperson will have 5 days to make a finding. The finding must be in writing.
- 6.7 If the finding is a guilty verdict, the employee and the case presenter must be advised to furnish mitigating and aggravating factors, respectively.
- 6.8 The chairperson must consider the mitigating and aggravating factors and issue a sanction. The written sanction must be issued within five days.
- 6.9 The sanction notice must advise the employee of his/her right to lodge an appeal against the finding and/or sanction.

**CONTROLLED DISCLOSURE**

## 7 PRE-DISMISSAL ARBITRATION PROCEDURE

- 7.1 Once the parties have agreed to follow a pre-dismissal arbitration procedure in terms of paragraph 4.3 and the employee has been advised in terms of paragraph 4.5, the manager shall prepare for a pre-dismissal arbitration approach.
- 7.2 The parties must exchange all relevant documents to be submitted into evidence at the arbitration at least four days prior to the arbitration.
- 7.3 The process will constitute the following:
- 7.3.1 An external independent chairperson agreed to by both parties (the employer will submit three (3) names from the Tokiso Panel or any other dispute resolution agency and the employee must choose one from the names submitted) or appointed by the CCMA.
  - 7.3.2 A prosecutor or case presenter to lead employer's case.
  - 7.3.3 Accused employee and his/her representative (Legal representation during the pre-discipline arbitration will be subject to the provisions of Rule 25 of the CCMA rules).
  - 7.3.4 An employee relations practitioner.
  - 7.3.5 The arbitrator shall have the same powers as contemplated by Section 188A(7) of LRA 66 of 1995.
  - 7.3.6 The provisions of Sections 143 to 146 of LRA 66 of 1995 shall apply to any award made by an arbitrator in terms of this procedure.
  - 7.3.7 The method of recording will include audio tape recording, but exclude visual recordings.
  - 7.3.8 The arbitrator will have 14 days to make an award; the award must be in writing.
  - 7.3.9 An arbitration award will be final and binding and have similar status and effect as those issued by an arbitrator at arbitration under auspices of CCMA.

## 8 APPEAL

- 8.1 The employee must lodge his/her appeal in writing with the employee relations practitioner (in case of hearing) or the manager (in case of enquiry) within five working days of receipt of the sanction.
- 8.2 The employee must clearly specify his/her grounds of appeal.
- 8.3 In case of a hearing, the employee relations practitioner must advise the case presenter of the appeal and furnish him/her with a copy of the grounds of appeal.
- 8.4 The case presenter must furnish the employee relations practitioner with his/her grounds of response within 5 days of receipt of the grounds of appeal. The employee relations practitioner must furnish the employee with a copy of the grounds of response.
- 8.5 The employee relations practitioner (in case of hearing) or manager (in case of enquiry) must forward all the relevant documents (minutes, finding, sanction, grounds of appeal and grounds of responses) to the duly nominated internal independent chairperson or his/her senior manager respectively.
- (Note: appeal will only be considered on the submitted documents).**
- 8.6 New evidence that was not presented at the hearing or enquiry will not be automatically considered. The appeal chairperson must evaluate the reasons for failure to lead the evidence in the disciplinary Hearing and the significance of the evidence and decide whether he/she is going to take it into consideration.

**CONTROLLED DISCLOSURE**

8.7 The appeal chairperson (in case hearing) or appeal senior manager (in case of an enquiry) has five days to consider all the relevant documents and issue a written finding.

8.8 The appeal chairperson or senior manager has a right to:

8.8.1 uphold the finding and/or sanction of the disciplinary/enquiry chairperson;

8.8.2 vary or rescind the finding, and/or sanction of the disciplinary/enquiry chairperson; and

8.8.3 order a *de novo* hearing where there was a procedural defect that was prejudicial.

## 9 DISPUTE SETTLEMENT MECHANISM

In the event of the employee not being satisfied with the outcome of the appeal, the employee may, if he/she so wishes, invokes Part 6 of the Recognition Agreement, as amended.

## 10 AUTHORIZATION

Not applicable.

## 11 REVISIONS

Date	Rev.	Compiler	Remarks
October 2010	0	T Ngele	Adopted for Back to basics and allocated a new number

## 12 DEVELOPMENT TEAM

This procedure was developed in consultation with the following stakeholders:

- Eskom Holdings
- National Union of Metalworkers of South Africa (NUMSA)
- Solidarity
- National Union of Mineworkers (NUM)

## 13 ACKNOWLEDGEMENTS

This procedure has been negotiated with the following stakeholders:

- NUMSA
- NUM
- Solidarity

**CONTROLLED DISCLOSURE**



**Annexure A**

(Normative)

**Notice to Attend Disciplinary Enquiry**

<b>NOTICE TO ATTEND DISCIPLINARY ENQUIRY</b>			
<b>PERSONAL DETAILS</b>			
NAME OF THE ALLEGED OFFENDER:		UNIQUE NO:	
DEPARTMENT:		POSITION:	
<b><u>ALLEGED MISCONDUCT</u></b>			
(Note: name the misconduct, and give a brief description of the incident.)			
<b><u>ADMINISTRATIVE DETAILS</u></b>			
<b>BE ADVISED THAT THE DISCIPLINARY ENQUIRY WILL TAKE PLACE AT:</b>			
DATE:		TIME:	
PLACE:			
<b><u>RIGHTS</u></b>			
Kindly take note that you have the following rights to:			
<ul style="list-style-type: none"> <li>• present your case/defence;</li> <li>• call witnesses; and</li> <li>• be represented by a fellow employee or trade union representative.</li> </ul>			
<b><u>DOCUMENTATION</u></b>			
The parties must exchange all relevant documentation to be relied upon at the enquiry at least 24 hours prior to the enquiry.			
<b><u>SERVICE</u></b>			
SERVED BY:		RECEIVED BY:	
SIGNATURE:		SIGNATURE:	
DATE:		DATE:	

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**Annexure B**

(Normative)

**Notice to Attend Disciplinary Hearing**

<b>NOTICE TO ATTEND DISCIPLINARY HEARING</b>			
<b>PERSONAL DETAILS</b>			
NAME OF THE ALLEGED OFFENDER:		UNIQUE NO:	
DEPARTMENT:		POSITION:	
<b><u>ALLEGED MISCONDUCT</u></b>			
(Note: name the misconduct, and give a brief description of the incident.)			
<b><u>ADMINISTRATIVE DETAILS</u></b>			
<b>BE ADVISED THAT THE DISCIPLINARY HEARING WILL TAKE PLACE AT:</b>			
DATE:		TIME:	
PLACE:			
<b><u>RIGHTS</u></b>			
Kindly take note that you have the following rights to:			
<ul style="list-style-type: none"> <li>• present your case/defence;</li> <li>• call witnesses; and</li> <li>• be represented by a fellow employee or trade union representative.</li> </ul>			
<b><u>DOCUMENTATION</u></b>			
The parties must exchange all relevant documentation to be relied upon at the hearing at least two days prior to the hearing.			
<b><u>SERVICE</u></b>			
SERVED BY:		RECEIVED BY:	
SIGNATURE:		SIGNATURE:	
DATE:		DATE:	

**CONTROLLED DISCLOSURE**



**Annexure C**

(Concluded)

<b>FINDINGS:</b>	<b>GUILTY</b>	<b>NOT GUILTY</b>	
<b><u>SUMMARISED REASONS FOR FINDING</u></b>			
<b><u>MITIGATING FACTORS</u></b>			
<b><u>AGGRAVATING FACTORS</u></b>			
<b><u>SANCTION</u></b>			
<b><u>ACKNOWLEDGEMENT OF PROCESS</u></b>			
<p>I hereby confirm that the above-mentioned information was discussed with me during the disciplinary enquiry. (Note: acknowledgement of discussion does not mean that the employee agrees with the content.)</p>			
NAME OF ALLEGED OFFENDER: _____		CHAIRPERSON'S NAME: _____	
DATE: _____		DATE: _____	
SIGNATURE: _____		SIGNATURE: _____	

**CONTROLLED DISCLOSURE**

**Annexure D**

(Normative)

**Notice to Attend Pre-Dismissal Arbitration**


<b>NOTICE TO ATTEND PRE-DISMISSAL ARBITRATION</b>			
<b>PERSONAL DETAILS</b>			
NAME OF THE ALLEGED OFFENDER:		UNIQUE NO:	
DEPARTMENT:		POSITION:	
<b><u>ALLEGED MISCONDUCT</u></b>			
(Note: name the misconduct, and give a brief description of the incident.)			
<b><u>ADMINISTRATIVE DETAILS</u></b>			
<b>BE ADVISED THAT THE PRE-DISMISSAL ARBITRATION WILL TAKE PLACE AT:</b>			
DATE:		TIME:	
PLACE:		CHAIRPERSON:	
<b><u>RIGHTS</u></b>			
Kindly take note that you have the following rights to:			
<ul style="list-style-type: none"> <li>• present your case/defence;</li> <li>• call witnesses; and</li> <li>• be represented by a fellow employee or trade union representative.</li> </ul>			
<b><u>DOCUMENTATION</u></b>			
The parties must exchange all relevant documentation to be relied upon at the hearing at least four days prior to the arbitration.			
<b><u>SERVICE</u></b>			
SERVED BY:		RECEIVED BY:	
SIGNATURE:		SIGNATURE:	
DATE:		DATE:	

**CONTROLLED DISCLOSURE**

## **APPENDIX B**

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### Eskom's Grievance Procedure

	<b>Procedure</b>	<b>Human Resources Division</b>
---	------------------	-------------------------------------

Title: **Grievance**

Unique Identifier: **32-1114**

Alternative Reference Number: **NA**

Area of Applicability: **E**

Documentation Type: **PC**

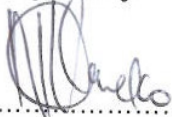
Revision: **0**

Total Pages: **14**

Next Review Date: **November 2013**

Disclosure Classification: **CONTROLLED  
DISCLOSURE**

**Compiled by**



**N Theko**  
Employee Relations Officer  
Human Resources Division

Date: 02/03/2011

**Functional Responsibility**



**T Ngele**  
Senior Manager Legal and  
Statutory Portfolio  
Human Resources Division

Date: 2/03/2011

**Authorised by**



**BE Bulunga**  
Divisional Executive  
Human Resources

Date: 2011/03/02

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## **1. INTRODUCTION**

It is the responsibility of management to attempt to resolve the grievance expeditiously in a fair and equitable manner.

Employees have the right to follow the grievance procedure where their rights have been violated or infringed upon.

The principle of one-level-up referral will apply in the grievance resolution process.

No employee or representative shall suffer any prejudice or victimisation in the course of employment as a consequence of lodging a grievance or attending to one.

## **2. SUPPORTING CLAUSES**

### **2.1 SCOPE**

The procedure will apply to individual and group grievances.

The grievance procedure is not for disciplinary appeals and does not apply in cases where disciplinary measures are instituted against employees.

This procedure is not to be utilised for dissatisfaction arising out of the performance management process.

This procedure will not be applicable where another method of internal dispute resolution has been provided for.

#### **2.1.1 Purpose**

Eskom upholds the constitutional rights of employees and its organisational values.

Eskom believes in and appreciates the value added by its employees. In its endeavour to encourage harmonious relationship with its employees, Eskom has created a mechanism to deal with any discontent, dissatisfaction, and unfair treatment within the context of the employment relationships.

#### **2.1.2 Applicability**

This procedure shall apply to all employees throughout Eskom Holdings Limited and its divisions.

## **2.2 NORMATIVE/INFORMATIVE REFERENCES**

Parties using this document shall apply the most recent edition of the documents listed in the following paragraphs.

### **2.2.1 Normative**

- [1] ISO 9001 Quality Management Systems
- [2] Recognition Agreement
- [3] Grievance Procedure
- [4] Disciplinary Code

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- [5] Disciplinary Procedure
- [6] Social Plan
- [7] Sexual Harassment
- [8] Employment Equity Act
- [9] Collective Agreement

### 2.2.2 Informative

- [1] Constitution of the Republic of South Africa
- [2] Labour Relations Act
- [3] Basic Conditions of Employment
- [4] Employment Equity Act
- [5] Collective Agreement
- [6] Codes of Good Practice
- [7] Various Conditions of Services

## 2.3 DEFINITIONS

**2.3.1 Controlled disclosure:** controlled disclosure to external parties (either enforced by law or discretionary).

**2.3.2 Eskom:** is used for Eskom Holdings Limited and its divisions and subsidiaries.

**2.3.3 Grievance:** any dissatisfaction or a feeling of injustice relating to the employment relationship.

**2.3.4 Grievant:** is a person or group of persons lodging a grievance.

**2.3.5 Representative:** is a fellow employee or an official of a recognised trade union appointed by the grievant to assist him/her with the grievance.

**2.3.6 Immediate superior:** is a person to whom the grievant(s) report(s) or any other person who is senior in grade or level to the grievant(s) who is duly authorised to attend to the grievance.

## 2.4 ABBREVIATIONS

Abbreviation	Description
BU	Business unit
ER	Employment relations
HR	Human resources
IR	Industrial relations

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## **2.5 ROLES AND RESPONSIBILITIES**

**2.5.1** The superior of the manager alleged to have caused the dissatisfaction/grievance or any authorised person shall:

- a. chair the grievance meeting;
- b. make recommendations; and
- c. complete all the necessary forms.

**2.5.2** The employee relations practitioner or any other person who facilitates the grievance shall:

- a. arrange the grievance meeting;
- b. advise all the parties of the process;
- c. monitor adherence to the procedure; and
- d. keep records.

## **2.6 PROCESS FOR MONITORING**

Annual review and implementation of new collective agreements and legislation.

## **2.7 RELATED/SUPPORTING DOCUMENTS**

Not applicable.

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### 3. GRIEVANCE PROCESS

#### 3.1 INFORMAL STAGE

It is advisable that, prior to a formal grievance being lodged, the aggrieved employee, or a group of employees (grievant or grievants), attempts to resolve the matter informally with the relevant manager.

#### 3.2 FORMAL STAGE

##### 3.2.1 Stage 1

A grievant or group of grievants must lodge in writing his/her/their grievance within 15 working days from the date of the dissatisfaction, or of being aggrieved, or after an attempt to address the matter informally with the relevant manager.

**Note: grievances lodged after the prescribed period will be considered and condoned on good cause shown only.**

The grievance must be lodged with the immediate superior of the employee allegedly having caused, or responsible/accountable for the area that caused, the dissatisfaction or grievance. A copy of the grievance must be submitted to the business unit (BU) the employee relations practitioner and to the employee allegedly having caused the dissatisfaction or grievance.

The employee relations practitioner must arrange and schedule a grievance meeting within five working days of receipt of the grievance.

The superior of the employee allegedly having caused, or responsible for the area that caused, the dissatisfaction/grievance or any other person authorised by the superior must chair the meeting and attempt to resolve the grievance.

**Note: authorisation by the superior must only be given in exceptional circumstances. The Chief Executive or divisional executives may delegate to any person senior to the person against whom the grievance is lodged.**

The chairperson must, after having listened and considered the submissions by both the aggrieved grievant or group of grievants and the manager allegedly having caused, or responsible for the area that caused, the dissatisfaction/grievance or other involved person, recommend a solution within 3 working days.

The grievant or group of grievants must, within three working days, in writing, either accept or reject the recommendation.

If the recommendation is accepted, the grievance is then concluded.

If the recommendation is rejected, the grievant or group of grievants must, within two working days from the date of the recommendation having been made, invoke Stage 2 of the grievance procedure.

##### 3.2.2 Stage 2

This stage shall be invoked in the event where:

- a. A grievant or group of grievants has rejected the recommendation or the grievance meeting has not been scheduled within five working days of lodging of the grievance.
- b. The grievant must lodge his/her grievance with the next level of supervision of the superior who was chairing the first stage of the grievance meeting.
- c. The procedure followed in Stage 1 shall apply in Stage 2 *mutatis mutandis*, save for when the recommendation made is rejected.

#### CONTROLLED DISCLOSURE

- d. If the recommendation is rejected, the grievant or group of grievants may invoke the dispute settling mechanism as contained in the Recognition Agreement, as amended.

### 3.3 DISCIPLINARY PROCESS

In the event where it becomes apparent that the person against whom a grievance has been lodged may have committed an act of misconduct (as contemplated by Eskom's Disciplinary Policy and Procedure), the chairperson must direct that the grievance meeting be adjourned. The matter must then be dealt with in terms of the Disciplinary Policy and Procedure. The chairperson must, after the completion of the disciplinary process, reconvene the grievance meeting.

### 3.4 GENERAL PRINCIPLES

- 3.4.1 A grievant has a right to be represented by no more than two representatives in a grievance meeting.
- 3.4.2 A group of grievants who belong to three (3) recognised trade unions will have a right to be represented by no more than three (3) representatives as a group.
- 3.4.3 A group of grievants who belong to two (2) recognised trade unions will have a right to be represented by no more than two (2) representatives as a group.
- 3.4.4 A manager allegedly having caused the dissatisfaction/grievance is not entitled to any representation during the grievance process.
- 3.4.5 A grievance meeting may be adjourned for further investigation, clarification, or preparation of a recommendation. Adjournment may not be for a period of more than three (3) working days.
- 3.4.6 All the applicable forms must be fully completed and signed by all the relevant parties.
- 3.4.7 The forms will serve as the only record for the meetings. No other recording material is necessary.
- 3.4.8 Witnesses need not appear in person, but may submit written statements or be interviewed by the chairperson outside or during the grievance meeting.

## 4. AUTHORISATION

This procedure has been negotiated with the following stakeholders:

- NUMSA
- NUM
- Solidarity

## 5. REVISIONS

Date	Rev.	Compiler	Remarks
October 2010	0	Adapted for Back to Basics and allocated a new number	October 2010

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## 6. DEVELOPMENT TEAM

This procedure has been negotiated with the following stakeholders:

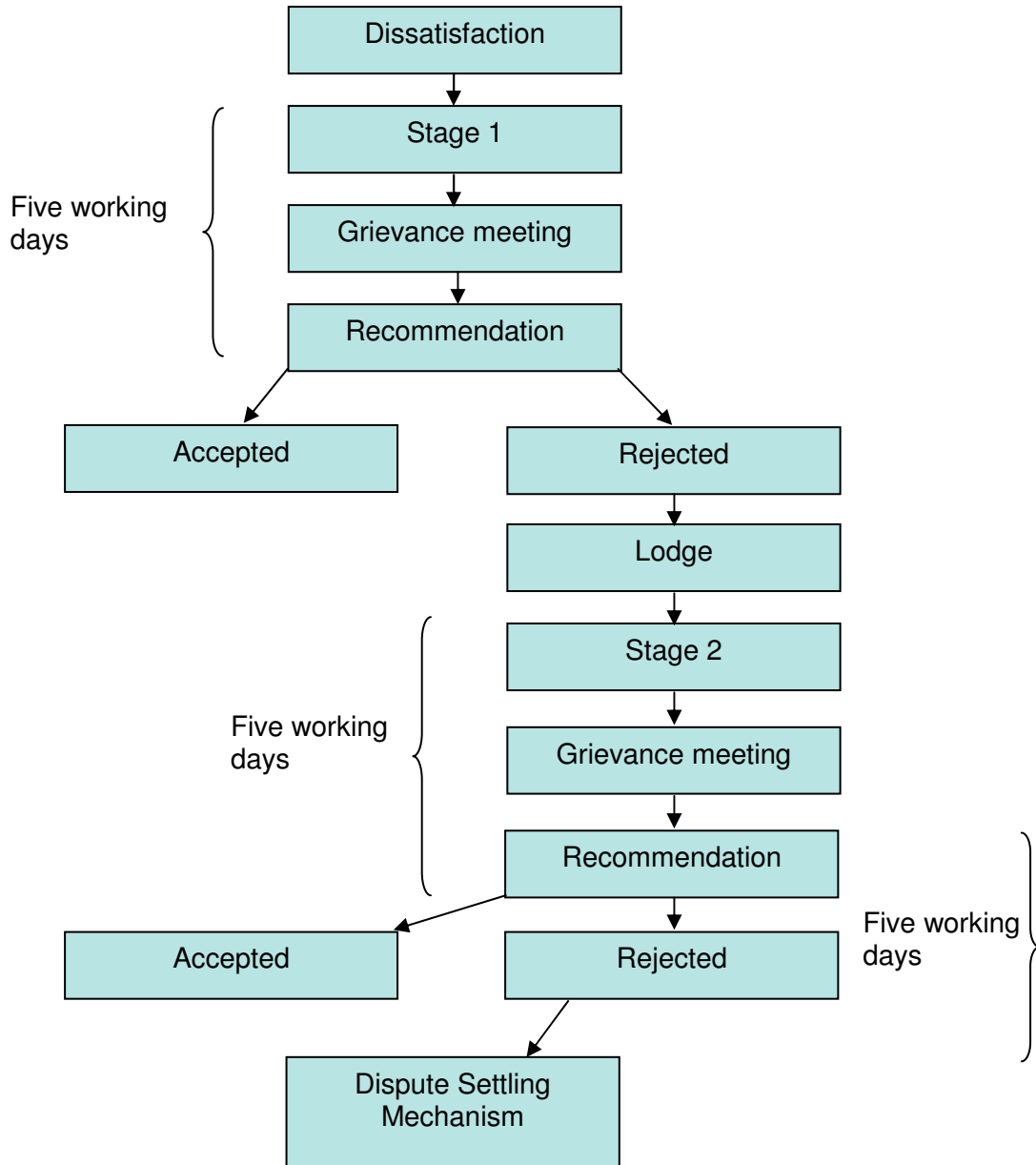
- Eskom Holdings
- National Union of Metalworkers (NUMSA)
- Solidarity
- National Union of Mineworkers (NUM)

## 7. ACKNOWLEDGEMENTS

Not applicable.

**APPENDIX A**

**Flow diagram**



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APPENDIX B

FORMAL GRIEVANCE FORM

STAGE 1

NAME OF GRIEVANT: \_\_\_\_\_ UNIQUE NO.: \_\_\_\_\_
DEPARTMENT: \_\_\_\_\_ POSITION: \_\_\_\_\_

NOTE: If the number of grievants is greater than one, the names of the other grievants should be written at the back of this form.

NAME OF SUPERIOR: \_\_\_\_\_ POSITION: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

FORMAL GRIEVANCE

Give a brief description of the nature of the grievance:

Multiple empty horizontal lines for describing the grievance.

HISTORY OF THE GRIEVANCE

Was the matter discussed with the immediate superior? YES NO

If "Yes", when?

If "Yes", what was the outcome? / If "No", why was it not discussed?

Multiple empty horizontal lines for providing history of the grievance.

CONTROLLED DISCLOSURE



**DESIRED OUTCOME/SOLUTION**

What is your desired outcome/solution?


**SERVICE**

LODGED BY : \_\_\_\_\_ RECEIVED BY: \_\_\_\_\_

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

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

**NOTE:** a signed copy must be served with the relevant employee relations practitioner.

**CONTROLLED DISCLOSURE**

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APPENDIX C

**RECOMMENDATION**


RECOMMENDATION ACCEPTED	
----------------------------	--

RECOMMENDATION REJECTED	
----------------------------	--

**STAGE 2 – REFERRAL**

We/I hereby confirm that the grievance was handled, but not resolved. We/I, therefore, refer our/my grievance to the next level:

NAME OF GRIEVANT(S): \_\_\_\_\_

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

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

**OR**

We/I hereby confirm that the grievance was handled and resolved. We/I, therefore, confirm that the grievance was concluded:

NAME OF GRIEVANT(S): \_\_\_\_\_

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

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

CHAIRPERSON: \_\_\_\_\_

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

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

**NOTE:** a copy must be served with the relevant employee relations practitioner.

**CONTROLLED DISCLOSURE**





## APPENDIX C

Detailed Investment and estimated number of jobs to be created for Component A, B and C

(Urban-Econ Development Economists, 2020)

Pillar	Project	Investment (R'm)	Construction – temporary impact			Operation – sustainable impact			Skills developed/
			Direct jobs created	Indirect jobs created	TOTAL	Direct jobs created	Indirect jobs created	TOTAL	people trained
<b>Develop (Reskill, upskill, and develop new skills among power station employees and local community workforce)</b>									
1	Eskom HR Plan							0	236-300
	Komati Training Facility	20.0	0	0		12	0	12.279149	35-50 pa
	Career development and skills development programmes	0.2				5		5	25-30 pa
	SMME incubation and business skills development programmes	1.0				8		8	5-10 pa
<b>Sub-total</b>		<b>21.2</b>				<b>25</b>		<b>25</b>	
<b>Stabilise (Stabilise the local economy by setting up new economic activities and creating new jobs in the community)</b>									
2	Transition		330	310	640			-	
	Decommissioning of KPS	473	539	940	1 478			-	
	Containerised Microgrid Assembly				-	200	1 316	1 516	
	Establishment of Agrivoltaics Plant	15	72	10	82	26	8	34	60
	Eskom Phase 1 Solar PV	1 566	700	1 244	1 944	75	46	121	
	Battery Energy Storage Systems	2 535	17	1 259	1 276	8	50	58	
	Eskom Phase 2 Solar PV	783	216	622	838	38	23	61	
	Wind Energy Facility	1 097	350	872	1 222	38	33	71	
	Synchronous Condensers	78	3	62	65	2	1	3	
	Alien Vegetation Removal and Beneficiation	3	3	6	9	100	2	102	
Crop Farming with Mine-Affected Water	35	8	14	22	50	9	59		
<b>Sub-total</b>		<b>6 585</b>	<b>2 238</b>	<b>5 339</b>	<b>7 577</b>	<b>537</b>	<b>1 489</b>	<b>2 026</b>	<b>60</b>
<b>Strengthen (Strengthen the communities by addressing the exiting gaps and challenges in the community)</b>									
3	Digital Connectivity and Community Platform	1				10		10	
	Upgrade/expand Sport and Recreational Facilities	2				15		15	
	Community Health Programmes					3		3	

Pillar	Project	Investment (R'm)	Construction – temporary impact			Operation – sustainable impact			Skills developed/
			Direct jobs created	Indirect jobs created	TOTAL	Direct jobs created	Indirect jobs created	TOTAL	people trained
	Roll-out of Commercial Scale Community Gardens	1.5				10		10	
	Early Childhood Development Focused Programmes	3				20		20	
<b>Sub-total</b>		<b>7</b>				<b>58</b>		<b>58</b>	
<b>Pillar 4: Grow (Facilitate growth of SMMEs and economy through localisation of supply chains)</b>									
4	Accommodation Facilities to Host Trainees at the Komati Training Facility	3.5				35		35	
	Catering Services for Construction, Komati Training Facility and Renewable Energy Projects	2.5				5		5	
	Transportation Services for Workers					10		10	
	Microgrids Components Manufacturing							0	
	Solar PV Components Assembly/Manufacturing Plant							0	
	Battery Energy Storage System Cell Manufacturing and/or Assembly							0	
	Renewable Energy Component Recycling							0	
<b>Sub-total</b>		<b>6</b>				<b>50</b>		<b>50</b>	
<b>TOTAL</b>		<b>6 619</b>	<b>2 238</b>	<b>5 339</b>	<b>7 577</b>	<b>670</b>	<b>1 489</b>	<b>2 159</b>	

<b>Workers</b>								
	Direct		330		330	387		
	Contracted		1 908		1 908	25		
	Primary supply			1 250	1 250			
	Community				-	258		