

HEALTH AND SAFETY AGREEMENT

between

BLACK MOUNTAIN MINING (PTY) LTD

(Hereinafter referred to as "**the Company**")

and

NATIONAL UNION OF MINeworkERS

(Hereinafter referred to as "**the Union**")

(Jointly referred to as "**the Parties**")


R.G.
~~R.G.~~
S.M. 18

E.F.M.

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 RG XA
~~RG~~
S.M. E.T.M.

1 DEFINITIONS

1.1 Unless inconsistent with the context, the expressions set out below bear the following meanings:

1.1.1 **"Black Mountain Mine Operations"** for the purpose of this agreement means all Black Mountain Complex sites including the tailings storage facility;

1.1.2 **"Agreement"** means this Health and Safety Agreement;

1.1.3 **"Company"** means Black Mountain Mining (Pty) Ltd;

1.1.4 **"Employer representative"** means a person(s) nominated by the Employer to act on their behalf who is authorised to do so by the Employer's Executive: Operations to represent the Company in its dealings with the stakeholders;

1.1.5 **"MHSA"** means Mine Health and Safety Act no. 29 of 1996 and regulations

1.1.6 **"H & S Rep"** means a Health and Safety Representative;

1.1.7 **"FTHSR"** means a Full Time Health and Safety Representative;

1.1.8 **"Joint Health and Safety Committee"** means the executive committee as established in terms Section 34 of the MHSA inclusive of members of the Company management and members of the Sectional Health and Safety Committees.

1.1.9 **"Sectional Health and Safety Committee"** means the Black Mountain Mining operations and/or Concentrator Plant Health and Safety Committee inclusive of site management representatives and H & S reps;

1.1.10 **"Trade Union"** means a registered trade Union as defined in the Labour Relations Act;

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1.1.11 **"Work area"** refers to a place where the employee tenders their services;

1.1.12 **"The workplace"** refers to Black Mountain Mining Mine Operations

1.2 Unless inconsistent with the context, an expression which denotes -

1.2.1 any gender includes the other gender; and

1.2.2 the singular includes the plural and vice versa.

2 **SCOPE**

This agreement applies to all operations of Black Mountain Mining (Pty) Ltd and its operations as defined.

3 **OBJECTIVES:**

The purpose of this agreement is to set out the principles governing all aspects of health and safety, as required by the Mine Health and Safety Act no. 29 of 1996 and regulations (MHSA), the Minerals Act, Act No. 50 of 1991 in force in terms of Schedule 4 of the MHSA and other applicable Acts. Management and the employee representative organisations hereby record their mutual commitment to:

- 3.1 co-operate in the promotion of health and safety in the workplace, towards the elimination of health and safety hazards and to resolve all disputes with respect to health and safety;
- 3.2 accept the regulations under the MHSA as a minimum standard;
- 3.3 recognise that mine management has statutory responsibility and accountability for the health and safety of all employees;
- 3.4 recognise that a duty of care also rests on each individual employee in respect to the protection of their own health and safety and that of other persons who may be affected by their actions or omissions in the workplace;
- 3.5 actively promote a continuing programme to improve the protection of health and safety;
- 3.6 ensure employee participation in health and safety matters;
- 3.7 provide a healthy, safe and productive working environment.

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4 ELECTION OF HEALTH AND SAFETY REPRESENTATIVES (H & S Reps) AND ALTERNATIVES

- 4.1 To qualify as a H & S Rep an employee must be employed in a full-time capacity within the constituency of the designated working place and be acquainted with the conditions and activities at that working place.
- 4.2 The mine area will be sub-divided into workplaces according to geographical size and the number of employees.
- 4.3 H & S Reps and their alternatives shall be elected through a secret ballot by the employees working in those workplaces. The elections shall be conducted by an election committee consisting of representatives from the various employee representative organisations, the Full-time Health and Safety Representative (FHSR) (if elected at the time) and management. The election committee shall ensure that a voter's roll is compiled and that every person who votes signs this roll. The committee shall also be responsible for counting the votes.
- 4.4 After being notified on the outcome of the elections, the election committee shall display on notice boards a notice reflecting the full name, company number, occupation, constituency and department of every H & S Reps and alternative.
- 4.5 Elections shall be held within thirty (30) days of a H & S Rep's position becoming vacant.
- 4.6 Alternatives shall only act in the place of the H & S Rep if the latter is absent.
- 4.7 A H & S Rep shall lose their right to candidacy on ceasing to work in the workplace in which they were elected.
- 4.8 H & S Reps and their alternatives shall be elected for a period of three (3) years and shall be eligible for re-election.
- 4.9 H & S Reps will be required to attend appropriate training programmes and attain a level of competency that will allow them to fulfil their role effectively. The training programme for the full-time H & S Reps will be at the discretion of the Joint Health and Safety Committee. Training will take place during normal working hours. The performance will be monitored by the operation's FTHSR.
- 4.10 H & S Reps shall relinquish their office in any of the following circumstances:

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- 4.10.1 The termination of their employment, transfer or non re-election.
- 4.10.2 Failure to pass the training programmes to the agreed competency or performance measurement levels as establish by the Mine Health and Safety Act in Section 3.9 of this agreement.
- 4.10.3 If either the management of the mine or the employee representative organisations believe on reasonable ground that a H & S Rep is failing to act in accordance with this agreement, representation must be made to the sectional health and safety committee. An attempt shall first be made by the committee to resolve the dissatisfaction of the parties concerned. Failing this, the H & S Rep's recognition may be withdrawn by the committee and a nomination made for this post in accordance with this agreement.
- 4.11 H & S Reps must be able to read and write reports, notes, etc.

5 APPOINTMENT OF THE H & S REPRESENTATIVES

- 5.1 Newly elected H & S Representatives shall receive an appointment letter outlining their roles, duration, qualifications and required personal training in respect of the role.
- 5.2 All training needs agreed shall form part of the H & S Representatives Individual Development Programme

6 THE RIGHTS AND POWERS OF HEALTH AND SAFETY REPRESENTATIVES

The rights and powers of the H & S Reps are covered in Section 30 of the MHSA and must be regarded as the minimum standard. Those sections of the MHSA summarised below have been designed to clarify the issue of rights and powers and not to change them. The H & S Rep may;

- 6.1 direct any employee to leave any working place whenever circumstances arise at that working place which, with reasonable justification, appears to the H & S Rep to pose a serious threat to the health or safety of that employee/s. (Refer to Section 9 of this agreement);
- 6.2 represent workers on all aspects of health and safety;
- 6.3 participate in any health and safety related inspection carried out by government officials, the 3. (1)(a) manager or their authorised representatives;

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- 6.4 identify existing and potential health and safety hazards and report these to his immediate supervisor in writing in a H & S Rep Observation logbook;
- 6.5 make representation to the manager, health and safety committees and employee representative organisations on any aspect of health and safety within his constituency;
- 6.6 inspect the workplace at such intervals as agreed upon by the Joint Health and Safety Committee;
- 6.7 attend meetings of the health and safety committees of which they are members;
- 6.8 participate in any internal health and safety audit carried out within their constituencies;
- 6.9 in conjunction with management examine the causes of accidents and incidents in their constituency;
- 6.10 perform any other function agreed upon by the health and safety committee;
- 6.11 with the approval of the manager be assisted by a technical advisor when performing any function in terms of this agreement. This assistance shall not be unreasonably withheld;
- 6.12 inspect any relevant document that must be kept in terms of the MHSA;
- 6.13 request relevant information and reports from an inspector and
- 6.14 the mine shall provide H & S Reps with such facilities and assistance as are reasonably required to perform their functions.

7 MANAGEMENT'S RESPONSIBILITIES TO THE H & S REPS

- 7.1 All H & S Reps shall be trained to the Safety Representative Training that will allow them to carry out their tasks in an efficient manner. All health and safety training courses will be approved by the Joint Health and Safety Committee, initiated by the Chief safety Officer.
- 7.2 A H & S Rep shall be entitled to perform all the functions set out in the MHSA and this agreement, during normal working hours.
- 7.3 Management shall share the statistics, notes and reports relating to the health and





safety of the employees.

8 FULL-TIME HEALTH AND SAFETY REPRESENTATIVES (FTHSR)

BMM shall have no more than 4 Full Time Health and Safety Representatives. Two for each Business Unit i.e BMM and Gamsberg. In the absence of one of the FTHSR, the other available FTHSR shall cover the entire operation unit or to act as an alternative to the other. Each Business Unit i.e. BMM or Gamsberg shall designate the FTHSR accordingly between the operations to ensure adequate coverage. Such designation will be reflected in the appointment letter of the respective candidates.

8.1 The FTHSR and alternative must be:

- 8.1.1 a full-time Black Mountain Mining employee with at least three years working experience on a mine;
- 8.1.2 literate and able to communicate effectively with managers, supervisors and employees and
- 8.1.3 able to meet the training criteria set out in Section 6.4 of this agreement and have an acceptable disciplinary record with respect to health and safety related issues.

8.2 The successful candidates will be required to be in possession of the following certificates, which are essential for the effective performance of their duties:

- 8.2.1 First Aid Certificate
- 8.2.2 Medical Fitness Certificate;
- 8.2.3 Health and Safety Representative Course
- 8.2.4 Health and Safety Representative Competency Certificate and
- 8.2.5 Black Mountain Mining Trackless Mobile Machinery Red Area License.

If a candidate is not in possession of these certificates, they must obtain them within four (4) months of being elected or they will lose their appointment on the FTHSR position.

8.3 The FTHSR will be appointed for a term of three (3) years and will be eligible for re-election thereafter.

8.4 The FTHSR be required to attend appropriate training programmes to be

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conversant with the requirements applicable to the protection of the health & safety of employees, that will allow them to fulfil their role effectively. The training programme for the FTHSR will be at the discretion of the Company Joint Health and Safety Committee as per section 10 of the MHSA. Training will take place during normal working hours. The FTHSR performance will be monitored by the operation's Chief Safety Officer. For development purposes, the following training is mandatory for a FTHSR;

- 8.4.1 Basic safety training on HIRA, Working on Heights, SOP on the right to withdraw.
- 8.4.2 Disciplinary Code training (health and Safety transgressions)
- 8.4.3 Legal Liability Certificate;
- 8.4.4 Have COMSOC 1 or SAMTRAC 1 or be eligible for this training.
- 8.5 If the FTHSR is unable to complete the agreed training programme (referred to in Section 8.2 of this agreement) the person can be removed at the sole discretion of the Joint Health and Safety Committee and will revert to their previous/alternative job and new elections will be held.
- 8.6 The purpose the FTHSR is to contribute to and promote the protection of the health and safety of employees. Their duties will include the following to:
 - 8.6.1 assist, where possible, H & S Reps in the constructive performance of their duties;
 - 8.6.2 assist with the training of H & S Reps and their alternatives;
 - 8.6.3 participate with employer representatives in:
 - a. health and safety inspections and
 - b. audits on Black Mountain Mining's respective operation.
 - 8.6.4 The FTHSR shall manage and handle all the change house complaint book to ensure that issues raised are attended to and communicated back and closed out.
 - 8.6.5 In conjunction with the manager or employer representative, examine the causes of accidents and incidents at the workplace.

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- 8.6.6 Make recommendations to health and safety committees on any matter affecting the protection of the health and safety of employees.
- 8.6.7 To raise and issue out a section 23 notices or any other stoppage notices and ensure remedial actions are concluded before uplifting the same.
- 8.6.8 Participate in consultations regarding protection health or safety with inspectors at the workplace and accompany inspectors on any inspection of the workplace.
- 8.6.9 The FTHSR will be a member of the Joint Health and Safety Committee and may sit on any sectional health and safety committee as an observer/advisor.
- 8.6.10 Along with employer representatives and H & S Reps, visit the site of any accident or incident and attend in-loco investigations.
- 8.6.11 Attend any investigation or inquiry involving the inspectorate held in terms of the MHSA.
- 8.6.12 To inspect areas, in conjunction with management and H & S Reps, where employees have withdrawn from the workplace in terms of Section 23 of the MHSA.
- 8.6.13 Assist in the risk assessment processes and applications for exemption from standards or legal requirement.
- 8.6.14 A FTHSR shall write monthly reports on the Health and Safety status of the area, and to prepare and submit section 23 reports.
- 8.6.15 He/she will play a leadership role in the Health and Safety structures.
- 8.6.16 To ensure that all employee information on health safety is protected under the POPI Act, and confidentiality is maintained.
- 8.7 The following conditions of employment will pertain to the Full-time Health and Safety Representative:
 - 8.7.1 They shall receive the basic rate of pay they received in the job they performed immediately prior to appointment.
 - 8.7.2 Where this job includes production bonuses or overtime, the FTHSR shall be paid an allowance at a rate equal to basic rate plus an average of the bonus/overtime (per month) in the six months prior to their election the FTHSR.

- 8.7.3 The salary of the FTHSR shall be increased in the same manner as would have been the case had they continued to perform in the occupation they were employed in immediately prior to their recognition as a FTHSR in accordance with any general salary increase as may be negotiated from time to time.
- 8.7.4 The FTHSR shall, except as specifically provided in this agreement, enjoy those conditions of employment, which they received in the occupation they performed immediately prior to their recognition as a FTHSR.
- 8.8 The reporting relationship of the FTHSR shall be to the:
- 8.8.1 The operation's Chief Safety Officer, for administrative purposes;
- 8.8.2 The relevant Joint Health and Safety Committee with regard to the performance of duties and scope of responsibility (Section 6.6) and 3.(1)(a) Managers regarding the reporting of unsafe acts and conditions.
- 8.9 A FTHSR shall not:
- 8.9.1 enter any work area without the knowledge of the supervisor of that respective area and
- 8.9.2 instruct or revoke any instruction given to an employee regarding non-health and safety issues.
- 8.10 Any alleged breach by the FTHSR of this agreement shall be referred to an urgent meeting of the Joint Health and Safety Committee.
- 8.11 The FTHSR shall be provided with the facilities needed to perform their functions as agreed to by the Joint Health and Safety Committee. (Office desk computer, telephone access and stationery, same equipment and facilities like the Safety Officer's).
- 8.12 In the event of the non-re-election or request by the incumbent to relinquish the position of FTHSR, they will revert to a position equal to that held immediately prior to the appointment. (In placing them cognisance should be taken of the training provided, new skills and experience acquired as well as the individual's performance/development potential).
- 8.13 The FTHSR shall relinquish their office in any of the following circumstances:
- 8.13.1 the termination of their employment or non-re-election and

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- 8.13.2 failure to complete the training programmes to the agreed competency or performance measurement levels as established in Section 6.4 of this agreement.
- 8.13.3 Upon the FTHSR transferring/moving permanently to another work area within workplace.
- 8.13.4 If either the management of the mine or the recognised unions believe on reasonable grounds that the FTHSR is failing to act in accordance with this agreement, representation must be made to the Joint Health and Safety Committee. An attempt shall first be made by the Joint Health and Safety Committee to resolve the dissatisfaction of the party concerned. Failing this, the FTHSR recognition may be by the Joint Health and Safety Committee and a nomination made for this post in accordance with this agreement

9 HEALTH AND SAFETY COMMITTEE

- 9.1 A Health and Safety Committee shall be established at the mine operations in compliance with the requirements of Section 33 (1) of the MHSA.
- 9.2 The committee structure will consist of the two sectional health and safety committees reporting to one executive committee structured in line with **Annexure A** (Committee Level Structures). The Joint Health and Safety Committee will be the only committee permitted to make changes affecting health and safety policy.
- 9.3 One delegate per committee will be elected by the FTHSR of each operation's committee to represent them on the Joint Health and Safety Committee. Two delegates from the employee representative organisation (NUM) will attend the Joint Health and Safety.
- 9.4 The sectional committees shall meet monthly and the Joint Health and Safety Committee every second month. Additional meetings may be called for in accordance with the MHSA if the necessity arises. The agenda for committee meetings shall be prepared by the members of each committee.
- 9.5 The following information shall be readily available to the committees:
- 9.5.1 accident and occupational disease statistics and
- 9.5.2 reports on investigations into accidents.

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- 9.6 The health and safety committees shall initiate, develop, promote, maintain and review measures to ensure that the protection of the health and safety of all employees of the mine enjoy a high level of priority. This shall include, but not be limited to:
- 9.6.1 the introduction of any measure at the workplace which may substantially affect the health and safety of employees;
 - 9.6.2 incident and health statistics and any other health and safety information placed before the committee by the manager or the employee representative organisation;
 - 9.6.3 the planning and organisation of health and safety training provided to both employees and H & S Reps;
 - 9.6.4 the preparation or reviewing of any code of practice, standard operating procedure and standard of operating;
 - 9.6.5 any application for an exemption to the MHSA regulations and any other relevant legal requirement and
 - 9.6.6 any issue noted by H & S Reps during an inspection or recommendations/representations on matters regarding health and safety that are not resolved.
- 9.7 Persons other than management representatives and H & S Reps may be invited to participate in health and safety committee meetings when required.
- 9.8 Safety Officers will be co-opted onto each health and safety committee in an advisory capacity but shall not be entitled to vote.
- 9.9 The FTHSR may attend any sectional health and safety committee meeting but shall not be entitled to vote.
- 9.10 The FTHSR shall not decline the invite to the meetings

10 NOTIFICATION OF HEALTH AND SAFETY REPRESENTATIVES

The relevant H & S Reps must be notified as soon as is practicable of:

- 10.1 inspections, investigations or inquiries of which the Manager/General Manger/other Legal Appointee has been notified by the inspectorate;

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- 10.2 the occurrence of any accident or incident;
- 10.3 any application for exemption from the MHSA and
- 10.4 request by the inspectorate to prepare or change a code of practice/ standard of operating.

11 RIGHT TO STOP WORK IN EVENT OF DANGER

When an employee, on reasonable grounds, believes that a serious danger to himself has arisen, he shall have the right to stop work and remove himself from any area where such danger has arisen.

A H & S Reps may, in respect of his designated workplace, stop work or withdraw an employee if there is a reasonable justification of serious danger to the health or safety of such an employee exists.

The following rules must be followed in the event of an unsafe work area:

- 11.1 When an employee believes a working place or machinery to be unsafe, he will, if at all possible, make the place or equipment safe or barricade it off. He will then report the matter immediately to the person in charge of the working place (supervisor) and his H & S Rep. This must be recorded in the H & S Rep observation logbook and signed for by the supervisor who shall retain a copy.
- 11.2 The supervisor, H & S Reps and employee will investigate the matter in an attempt to resolve the problem, i.e., make safe or take any other steps, which are required.
- 11.3 If any of the parties are still not satisfied, the FTHSR and the next line supervisor will investigate the matter in an attempt to resolve the problem.
- 11.4 If consensus is still not reached, Site Manager, Business Partner and/or operations Safety Officer and FTHSR will attempt to resolve the problem. This process will be repeated via the next highest supervisory Level up to the level of the 3. (1)(a) Manager, if not resolved at this level the matter will be referred to an ad-hoc meeting of the Sectional Health and Safety Committee. If no resolution is reached at this level, the matter will be referred to the General Manager whose decision will be final and binding.

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 XQ
 RG
 SM
 EIM

12 INVESTIGATION OF ACCIDENTS

All accidents/incidents will be investigated in accordance with the MHSA and its regulations and shall include the H & S Reps of the section concerned.

13 LEVEL 1, 2 AND 3 MEETINGS:

All meetings' mandates, conditions and processes shall be as per structures outlined below. the Employees feel free to speak up when there is no employer representative around hence this will be a great platform for them to give the true reflection of safety concerns in the workplace. In this platform, issues will get resolved to a certain level. This meeting is to be referred to as

13.1 LEVEL 3 Meeting:

Composition of this meeting:

- H & S Representatives
- Safety Officers
- **Facilitator: Full Time H & S Rep**

13.2 LEVEL 2 Meeting:

The next level H & S Committee meeting should be referred to as **LEVEL 2 Meeting:**

Issues which could not be addressed during the Level 3 Meeting are escalated to this meeting to get them resolved. *Composition of this meeting:*

2nd Level Committee – Mining

- 7.6.1 Mining Manager
- 7.6.2 All Mining Safety Reps
- 7.6.3 Mining Mine Overseers
- 7.6.4 Safety Officers Mining
- 7.6.5 Full Time Safety Rep U/G
- 7.6.6 NUM Health & Structure Representative

2nd Level Committee - Engineering

- Engineering Manager
- All Engineering Safety Reps
- Engineering Overseers
- Safety Officer Engineering
- Full Time Safety representative
- NUM Health & Structure Representative

2nd Level Committee – Plant

- Plant Manager
- All Plant Safety Reps

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Signed at BMM on this 9/05 day 2023

AS WITNESSES:

1.

[Signature]

2.

[Signature]

For and on behalf of the Black Mountain Mine by the General Manager or designated Nominee, being duly authorised hereto

Signed at Gamsberg on this 08 day May 2023

AS WITNESSES:

1.

[Signature]

2.

[Signature]

For and on behalf of the Gamsberg Mine by the General Manager or designated Nominee, being duly authorised hereto

Signed at AMEENYS on this 9 day May 2023

AS WITNESSES:

1.

[Signature]

2.

[Signature]

For and on behalf of the NATIONAL UNION OF MINEWORKERS by the General Secretary, or designated Nominee, being duly authorised hereto

RG

[Signature]

R.T.M