

# Procedure: Supplier Industrial Relations

ROAS-RM-000001

Revision: 03

**Purpose**

This procedure is to describe the methodology, business rules, management control and minimum requirements for Supplier Industrial Relations.

**Applicable to**

All Suppliers to South Africa Sites

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# 1 Abbreviations and definitions

## 1.1 Abbreviations

<b>BCCEI</b>	Bargain Council for the Civil Engineering Industry
<b>BO</b>	Black owned
<b>DOL</b>	Department of Employment and Labour
<b>ERF</b>	Employee Representative Forum
<b>IA</b>	Industrial Action
<b>IR</b>	Industrial Relations
<b>MEIBC</b>	Metal Engineering Industries Bargaining Council
<b>MOC</b>	Management of Change
<b>NPE</b>	Non-Permanent Employee
<b>OCN</b>	Other Country National
<b>POPI</b>	Protection of Personal Information Act
<b>RM</b>	Resource Management
<b>SC</b>	Strike Committee
<b>TES</b>	Temporary Employment Service or Labour Broker

## 1.2 Definitions

**“Agreement”** means any commercial agreement entered into by and between the Supplier and Sasol for the performance and execution of services or Work on the Sasol Site and shall include the master agreement, signature document, attachments or amendments, as signed from time to time.

**“Demobilisation”** means the act and process used by a Supplier to withdraw a person or Employee from a Sasol Site upon the completion of his/her work or upon the cancellation of the Agreement. This shall be subject to observing the relevant provision of any applicable legislation and this Procedure.

**“Employees”** means, any person who works for or in any manner assist the Supplier or Contractor in carrying on or conducting its business; and shall for the purpose of this Supplier IR Procedure also include any Employee employed by a TES engaged by the Supplier for purposes of performing and/or executing services on the Sasol Site in the conducting, execution or furtherance of the Work described and specified in terms of any Agreement, concluded between Sasol and such Supplier.

**“Employer”** means, the Supplier or Contractor in relation to the Employees as defined herein, who is performing and/or executing services on the Sasol Site in conducting, executing or the furtherance of the Work, and shall for the purpose of this Procedure also include any TES who employs Employees and who has been procured for or by the Supplier or Contractor in the execution or furtherance of the Work in terms of the Agreement or any other agreement between Sasol and the TES. For avoidance of doubt, this definition shall not include Sasol as an Employer in any manner whatsoever, nor shall it be considered, viewed or construed as the Employer of any Employee as defined herein.

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**“Other Country National/OCN or “Foreigner”** means any individual who is not a South African citizen as defined in the South African Immigration Act 13 of 2002 as amended from time to time.

**“Industrial Action (IA) or Strike”** means any partial or complete refusal to work, unauthorised work stoppage, retardation or obstruction of work by more than one Employee, inclusive of overtime whether voluntary or compulsory, or any protest action, march or collective conduct by Employees, or any lockout or secondary strike or picket as defined in the LRA.

**Industrial Relations (IR)** means the management of healthy relationships within an industry between an employer, its workforce and organised labour, to ensure a motivated, harmonious and productive workforce.

**“Supplier IR Procedure”** means this Supplier IR Procedure inclusive of all attachments and referring documents.

**“Labour Broker or “TES”** means any person or entity providing services as a Temporary Employment Services (TES), as defined in terms of section 198 and 198A of the LRA, who for reward, provides and procures Employees to its client. For avoidance of doubt, “client” in this regard shall refer to the Supplier and/or Contractor or Supplier TES.

**“Local”** refers to people who normally reside within the local Municipal area and/ or the fence line community as specified by Sasol.

**“LRA”** means the Labour Relations Act 66 of 1995 as amended from time to time.

**“Mobilisation”** means the act and process used by a Supplier or Contractor to place Employees and assign them to work or perform a service on a Sasol Site, in furtherance of the Work described and specified in terms of the Agreement concluded between Sasol and such Supplier. This process shall entail obtaining necessary authorisation and clearances from Sasol to grant such Employees access on a Sasol Site. This shall be subject to observing the relevant provision of any applicable legislation.

**“Picketing Rules”** means the Picketing Rules as agreed to between the Employer and the relevant union/s relating to strike action planned. Suppliers and Suppliers’ Contractors should consider the possible risks that might be imposed on a Sasol National Key Point and thus consult RM IR proactive.

**“Sasol”** refers to Sasol South Africa Ltd and all its subsidiaries, affiliates or divisions which are classified as Sasol South African Operations and Sites.

**“Seconded Labour”** refers to Employees employed by the Supplier who are seconded to perform specific work, away from their home base.

**“Shutdown”** refers to maintenance work done, and services performed on a decommissioned plant.

**“Sasol Site”** or “Site” means the Sasol work area where Work, equipment or services are provided by the relevant Supplier and/or Supplier’s Contractors or TES.

**“Site Agent”** refers to the person appointed by the Supplier to co-ordinate the Supplier’s/ Employer’s permit with the Sasol permit office, also known as personnel administration officer (PAO).

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**“RM IR”** means ROAS RM IR– Supplier Industrial Relations. The Sasol department designated to manage the impact of Suppliers who are mobilised on a Sasol Site, in terms of the LRA and/or other employment related legislation of South Africa and or Industry agreements and/or potential Supplier IR Risks

**“Supplier”** means any person or legal entity contracted to Sasol to supply the Work or equipment described and specified in terms of the Agreement concluded between Sasol and the Supplier. For clarity purpose it should be noted that the Supplier is defined as the Employer with relation to the Employees working on the Sasol Site.

**“Supplier’s Contractor(s)”** means any TES, agents, representatives, Suppliers, advisors, contractors or sub-contractors who contracted with the Supplier to supply the Work or equipment to Sasol by such Supplier. “Work” means the goods or services supplied by the Supplier to Sasol as described and specified in terms of any Agreement concluded between Sasol and such Supplier.

**“Supplier IR Manager”** means the appointment/assignment of a competent IR person accountable to manage the Supplier’s IR activities or risks.

## 2 Application and Authority

- 2.1** The intended purpose of this “Supplier IR Procedure” is to set out basic principles and minimum requirements which will regulate and govern the expected level, nature and standard of conduct between Sasol and the Supplier, the Suppliers and their Employees, the Suppliers and the Suppliers’ Contractors, as well as between their Employees respectively, in their conduct and management of IR on Sasol Sites.
- 2.2** This Supplier IR Procedure is applicable to all Suppliers (Employers), Supplier’s Contractors and Employees working on or performing the work on any Sasol Site within South Africa.
- 2.3** To manage the IR between the Supplier and its employees as well as the supplier and the Suppliers’ Contractors. The Supplier must adopt and apply policies and procedures that are in line with the procedures, policies, codes, principles and values generally applicable to the Sasol Site or between Sasol and its Employees. The Supplier has an obligation to ensure that the Suppliers’ Contractors, Employees, Seconded Labour Employees, and TES engaged by it, comply accordingly.
- 2.4** Every Project or Shutdown needs to adhere to and/or/give effect to the principles contained in this Sasol Group Supplier IR Procedure. It is expected that the project IR work instruction should be directly in line with the specific scope and/or type of work, and or in line with the specific industry agreement. Suppliers and Sasol Project Managers should approach RM IR who will advise on a project specific IR work instruction to address project / geographical area specific IR requirement in order to mitigate risks.
- 2.5** Projects should approach RM IR to advise on a project specific IR work instruction, to address project/geographical area specific IR requirements, in order to mitigate risks.
- 2.6** Only after consultation and approval by RM IR may any other Sasol IR work instruction be implemented in support of the principles of this document, on a Sasol Site.

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- 2.7 RM IR is mandated by Sasol to co-ordinate the Suppliers' IR Policies, practices, and procedures at any stage, whilst the Supplier is mobilised onto a Sasol Site. RM IR shall have the right to audit the Supplier IR practices at any reasonable time.
- 2.8 Sasol shall not be liable for Employer-Employee matters and disputes arising from the relationship between the Supplier and its Employees, and/or between the Supplier's Contractors (including TES) and their Employees. Accordingly, the Suppliers and/or the Suppliers' Contractors, including TES (Labour Brokers), shall respectively indemnify Sasol should Sasol be held liable for any conduct arising from the employment relationship between them and their respective Employees.
- 2.9 It is the responsibility of each Supplier to appoint the services of their own IR Manager. The responsible person shall ensure the efficient regulation and communication of procedures to ensure the implementation of this Supplier IR Procedure and all other legal requirements to the Suppliers' workforce.

**3 Preamble**

- 3.1 This Supplier IR Procedure forms an integral part of an overall integration between sound IR in compliance with Suppliers, SHE Entities, Sasol Security, Road Traffic management, RM and other stakeholders.
- 3.2 All Suppliers are united by the common objective of completing the scope of work within budget, within time and with agreed/contracted world-class standards. The Supplier is contractually bound to provide services and activities safely and to the required quality standard of Sasol.
- 3.3 Sasol Suppliers are independent entities and employers in own right and in all respects. Sasol will always respect all Suppliers' independence, especially concerning its workers and a Suppliers' right to freely follow recruitment processes and to freely appoint suitable workers, as required by the agreed work and as set out in the commercial agreement between Sasol and its Suppliers.
- 3.4 The onus to ensure that all labour, skills, equipment etc. are secured / sourced to prudently, timeously and effectively, deliver the agreed work to Sasol, always resides with the Supplier.
- 3.5 All possible measures shall be taken by each Supplier, to ensure that Industrial peace and harmony prevail on the Sasol Site and that disputes are resolved, off Site, as efficiently and without any detriment to the progress of Sasol operations and the safe execution of the Work as per the agreement.
- 3.6 The Supplier remains accountable to maintain a healthy socio-political relationship with local stakeholders and communities to mitigate any IR risks to the Sasol Site.

**4 Purpose of this Supplier IR Procedure**

- 4.1 The purpose of Supplier IR Procedure is to provide the greatest degree of uniformity, consistency and to standardise procedures and practices pertaining to security/site access and IR and labour related matters to all Suppliers, Suppliers' Contractors, Employees and Labour Brokers/TES.

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- 4.2 Suppliers are required to ensure that this Supplier IR Procedure, its prescripts and practices are communicated, understood, observed and followed by them and all their constituents, at all times.
- 4.3 Non-compliance with this Supplier IR Procedure, and/or subsidiary documents referred to in it, may result in the termination of the agreement between the parties or Sasol requiring the termination of the agreement between the Supplier, and the Suppliers' Contractors and/or TES.

**5 Industrial Relations**

- 5.1 Suppliers are required to promote sound IR amongst their Employees and ensure that a spirit of teamwork and co-operation is maintained.
- 5.2 Labour disharmony is often caused by ill-founded or unfair practices. The Supplier is required to ensure that the Suppliers' Contractors and TES keeps abreast with and implement labour laws, fair labour practices and labour law amendments at all relevant times.
- 5.3 The Supplier's Managing Director is required to submit a letter according to the Supplier IR requirements, whereby the Supplier confirms their commitments to ensure that labour harmony is maintained as well as their commitment to adherence to Site IR requirements.
- 5.4 Daily effective communication between a Supplier and their Employees is vital to ensure sound IR.
- 5.5 Suppliers are required to identify possible IR risks on a continuous basis for its own Employees, other Suppliers, Suppliers' Contractors, including TES on the total Sasol Site and immediate municipal area. These IR risks should immediately be reported to RM IR.

**6 Validity of Existing Collective Bargaining Structures and Statutory Instruments**

- 6.1 The Supplier, Suppliers' Contractors, Employees and TES on the Sasol Site who operate in one or more of the following industries, are required to comply with the relevant legislation, codes, policies or practices, regulations and sectoral determinations, where applicable to their activities and industry, when executing the specific assignment, project and or type or scope of Work on the Sasol Site, which shall include but may not be limited to:
  - 6.1.1 The main or collective agreements, exemptions, regulations or sectoral determinations that may apply, of any relevant or applicable industry or Bargaining Council, including the Metal & Engineering Industries Bargaining Council, the Bargaining Council for the Civil Engineering Industry, the Metal, Instrumental and Piping Industry, the National Bargaining Council for the Chemical Industries (NBCCCI) or the Bargaining Council or the Building industry and the Bargaining Council for the Electrical Industries;
  - 6.1.2 The provisions, regulations and codes of conduct of the, Labour Relations Act 66 of 1995, as amended and other National Industries and collective agreements.

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- 6.1.3 The provisions, regulations and codes of conduct of the Basic Conditions of Employment Act, No. 75 of 1997, as amended.
- 6.1.4 The provisions, regulations and codes of conduct of the Labour Laws Amendment Act 10 of 2018, as amended.
- 6.1.5 The provisions, regulations and codes of conduct of the Employment Services Act 4 of 2014, as amended.
- 6.1.6 COID Act: Compliance with the provisions, regulations and codes of conduct of the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 (COID Act), as amended.
- 6.1.7 Mine Health and Safety Act 29 of 1996 and regulations.
- 6.1.8 U.I.F.: Compliance with the provisions, regulations and codes of conduct Unemployment Insurance Act 63 of 2001 and the Unemployment Insurance Contribution Act 4 of 2003, the UI19 conformation of employment and proof of payment, as amended.
- 6.1.9 The provisions, regulations and codes of conduct of the Occupational Health and Safety Act No. 85 or 1993 as amended.
- 6.1.10 The provisions, regulations and codes of conduct of the Employment Equity Act No. 55 of 1998, as amended.
- 6.1.11 The provisions, regulations and codes of conduct of the Skills Development Act No. 9 of 1999 and the Skills Development Levies Act 97 of 1998, as amended.
- 6.1.12 Applicable Pension and provident fund regulations and the Pension Fund Act 24 of 1056; and
- 6.1.13 The Medical Schemes Act 131 of 1998 and requirements.
- 6.1.14 Protection of Personal Information Act (POPI) Act 4 of 2013
- 6.1.15 Any relevant amendments or additions to the foregoing legislation, codes of conduct, regulations, sectoral determinations and any relevant new legislation promulgated at any stage while the Supplier or Suppliers' Contractor provide services to Sasol.
- 6.1.16 Any relevant amendments or additions to Sasol's existing rules and procedures for the Site, any new relevant rules and procedures for the Site issued by Sasol at any stage while the Supplier or Suppliers' Contractor, provided services to Sasol.
- 6.1.17 National Key Point (NCP) – Note should be taken of the safety and security requirements of the National Key Point covered by the National Key Points Act 102 of 1985.
- 6.1.18 Any other relevant legislation, regulations, sectoral determinations or codes of conduct applicable to the Employees, Suppliers' Contractors or the Supplier, now or in the future, whilst performing the Work on the Sasol Site.

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- 6.1.19 South African Prevention and Combatting of Corrupt Activities Act, 12 of 2004 as amended.
- 6.1.20 Public and commercial anti-bribery and corruption laws or regulations which may apply to Sasol as set out in the Agreement between the parties.
- 6.1.21 Broad Based Black Economic Empowerment Act 53 of 2003 and regulations as amended.
- 6.2 Supplier will comply with all legal requirements and legislation.
  - 6.2.1 Suppliers remain accountable for the legal compliance of their own Employees, and Suppliers' Contractors. Suppliers are thus expected to monitor, and audit legal compliance amongst the said parties as well as ensure compliance with the Declaration of Appointment of Suppliers' Contractors.
  - 6.2.2 Inspections and audits may be conducted by Sasol RM, the Department of Employment and Labour and various Bargaining Councils to monitor compliance of the Supplier or the Suppliers' Contractors.
  - 6.2.3 If any Supplier or Suppliers' Contractor is found to be non-compliant with this Supplier IR Procedure or any of the related requirements, the Sasol Supplier non-conformance process will be followed.

**7 Communication and Co-ordination Structures**

- 7.1 Supplier IR meetings:
  - 7.1.1 In recognition of the interdependence and common interests of all Suppliers, Suppliers and Suppliers' Contractors are required to participate fully in activities of the IR meetings. The formation of the IR meetings will be initiated; and its activities coordinated by RM IR.
  - 7.1.2 The IR meetings shall continue to function on Site as long as required to mitigate Site wide risks.
  - 7.1.3 It is compulsory that at least one (1) Senior Human Resource (HR) and/or HR/IR representative from every Supplier attends these meetings.
  - 7.1.4 The IR Meetings shall consist of:
    - An IR Manager / IR Practitioner representing each Supplier on Site and/or;
    - The relevant representatives of each Supplier on Site; and
    - Sasol relevant representatives.
  - 7.1.5 The IR meetings will be chaired by a Sasol delegated Manager who will deal with IR related risks and coordinate general communication between Sasol and the Supplier.

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7.1.6 The Supplier shall represent its interests and those of its industry at the IR meetings, but shall also take account of and give effect to the common objectives of other Suppliers and Suppliers' Contractors on Site.

## 8 Industrial Relations Management

8.1 Suppliers should have at least temporary, staffed offices outside the Sasol Site, but within the surrounding municipal area to be able to deal with employment matters such as signing and induction of employee contracts. Employee inquiries, complaints, discipline, disputes etc. This Supplier office or any other designated public venue should be used for engagements with employees, unions and officials and other stakeholders. This office address should also serve as the Suppliers office address within the local municipal area. A declaration by the Supplier confirming having such facilities must be submitted to RM IR.

8.2 It is expected that every Supplier must have a competent IR/HR/administration team that are able to manage all their people/employee related matters (This shall be inclusive of Contractor Employees).

8.2.1 Suppliers should have at least one (1) Site Agent and/or Personnel administrative officer for everyone hundred (100) Employee's mobilised.

8.2.2 When a Supplier expects to have more than 100 Employees on site, they should have at least one on-Site IR practitioner.

8.2.3 When Suppliers foresee that they will mobilise more than 250 Employees to Site they should appoint a competent IR Manager who will take the accountability to manage the total IR/HR function.

8.2.4 The minimum ratios stated above; and the Employees deployed by a Supplier may be reviewed by RM and the Suppliers on specific request.

8.2.5 Sasol RM IR should pre-approve the individual prior to the mobilisation of a competent Supplier IR official or IR Manager:

The Supplier HR / IR Manager is expected to advise their executive management teams to ensure adherence to the Supplier IR procedure in order to effect Site labour harmony.

Should Sasol find that a Supplier HR / IR Manager fails in their accountability, it could result in the non-conformance process to be followed which might result in the revocation of the individual's access to a Sasol Site.

8.2.6 In the absence of an IR Manager, the Supplier should designate one of their Senior Managers to perform the IR functions and duties.

8.2.7 The Supplier IR manager should ensure that their company policies as well as the Sasol IR principles are implemented and adhered to.

8.2.8 The required minimum Supplier HR/IR policies and procedures are, but not limited to the following:

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- i. Supplier IR Procedure.
- ii. Recruitment, selection, pre-screening and appointment process and procedure.
- iii. Employee contract and conditions of employment.
- iv. Time keeping, administration, payroll process and procedure.
- v. Employee enquiry, grievance, dispute procedure.
- vi. Disciplinary procedure, the principles and sanction severity be aligned with the Sasol disciplinary code for Employees whilst mobilised to a Sasol Site.
- vii. Industrial Action handling procedure.
- viii. Mobilisation, demobilisation and end of contract procedure.

**8.2.9** The Supplier IR team should engage daily with all their Suppliers' Contractors and Employees on Site in order to proactively identify and address all employee concerns and grievances in order to maintain Site labour harmony.

**8.2.10** Potential IR risks need to be communicated immediately with RM IR office in order to mitigate potential spill over to other Supplier Employees or Suppliers' Contractors.

**8.2.11** The Supplier IR Manager is accountable to ensure compliance with the required action and Supplier declaration in terms of the appointment of a Suppliers' Contractors.

**8.2.12** Supplier IR Manager is accountable to roll out and enforce the principles of the Supplier IR Procedure on any Supplier or Suppliers' Contractors appointed to oversee compliance thereof.

**9 Pre-mobilisation reports**

Suppliers shall be required to submit a pre-mobilisation report to RM IR, in the required format, prior to the recruitment and the planned mobilisation of semi and skilled employees and / or Suppliers' Contractors Employees on Sasol Sites.

**10 IR Reports**

**10.1** Suppliers are required to submit IR reports in the prescribed format to the RM IR office. This report must include an incident report in which issues such as grievances, disciplinary matters, Employee representative meetings and potential IR risks and or any other IR related matter that may have a Site wide influence.

**10.2** Frequency of reports will be communicated by the Sasol RM Senior IR Specialist.

**10.3** The Supplier's Management is accountable for validating the integrity of the information submitted on the reports.

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## 11 Industrial Action Reports

In the event of any form of Industrial Action, the Suppliers shall notify RM IR immediately upon receiving notification thereof (within 30 minutes) from the commencement of any Industrial Action. The Supplier must also submit an Industrial Action Incident Report within 48 hours post the incident, according to the prescribed format.

## 12 Employee Representative Forums (ERF)

12.1 An Employee representative forum or a similar structure must be established by Suppliers to address IR matters and non-substantive issues of concerns within its own structures and those of its Contractors on the Sasol Site.

12.2 These forums need to take place at least on a monthly basis:

Minutes of the meeting must be kept and made available at the request of RM IR.

The following aspects from this meeting must be reported via the Supplier IR report and should include, Supplier employee grievances, IR risks, industrial action as well as employee misconduct, etc.

12.3 The Supplier IR Managers or responsible persons must ensure that these forums are effective and functional to deal proactively with all Employee related matters, concerns and issues.

## 13 Access for Union Officials

13.1 Suppliers who wish to bring union officials on Site, need to comply with the Sasol RM IR and Sasol Security requirements and application process.

13.2 Suppliers and their recognised union officials are required to engage at the Suppliers' off-site offices within the local municipal area.

13.3 Meetings between unions and their members shall take place outside the Sasol premises.

13.4 An application to mobilise Union officials onto the Sasol Site must be submitted to RM IR by the relevant Supplier, at least 48 hours prior to the intended meeting. RM IR as well as Sasol Security will evaluate the Suppliers' application, taking Site wide risks into consideration, thereafter, providing formal feedback to the Supplier.

## 14 Mass Meetings on Site

14.1 Suppliers who wish to communicate with their Employees and Suppliers' Contractors in groups may do so provided the gathered group of employees does not exceed a number of 50 Employees in one (1) session.

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- 14.2 Suppliers who wish to address large numbers of Employees in excess of fifty 50, should do so at their off-Site offices or designated off Site venues within the local municipal area.
- 14.3 Suppliers, who wish to address a mass of Employees larger than 50, must obtain prior written permission, 48 hours in advance, from RM IR who will liaise with the relevant Sasol Security Management, thereafter formal feedback will be given to the Supplier.

**15 Maximum working hours & Exemptions**

- 15.1 Employees below the BCEA threshold may not work more than 144 hours within two (2) weeks, on the Sasol Site, without a rest period of at least 60 consecutive hours.
- 15.2 Overtime beyond 10 hours per week always requires approved exemptions.
- 15.3 No Employee below the BCEA threshold, working for any Supplier or Suppliers' Contractor, may work more than:
  - I. 12 hours per day;
  - II. 72 hours per week without a 36 hour consecutive rest period and/or;
  - III. 144 hours within 2 weeks without a 60-hour consecutive rest period.
- 15.4 The other conditions as set out in the BCEA, Chapter 2, and the Code of Good Practice on the arrangement of working time need to be complied with.
- 15.5 Suppliers remain accountable to manage their Employee rest periods between shifts, Shutdowns, and smaller turn-around to ensure long term compliance.
- 15.6 Suppliers may only in extreme circumstances approach the Sasol RM IR office with a specific motivation to work less favourable conditions as stipulated and only once exemptions have been granted by the DOL.

**16 Rates and benefits**

- 16.1 Suppliers and Suppliers' Contractors shall comply with the minimum rates, benefits and deductions prescribed in their specific sector or industry.
- 16.2 Suppliers and Suppliers' Contractors shall comply with their specific industry/section main agreement, Sectorial determination, collective agreements or the National Minimum Wage.
- 16.3 Suppliers are encouraged to pay market related and competitive rates to their Employees to mitigate industrial action and maintain Site wide labour harmony and shall strictly comply with any statutory minimum wage as determined and promulgated from time to time.
- 16.4 RM IR strongly recommends that no bonuses, allowances and or any free benefit should be paid or issued to Employees as this creates a possible Site wide IR risk. Exceptions need to be reported to and approved by RM IR post the evaluation of an in-depth IR risk assessment.

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- 16.5 Suppliers who prefer to pay package rates during Shutdowns and shorter projects less than 6 weeks, in terms of the MEIBC Main Agreement, need to submit their approved exemptions proactively to RM IR.
- 16.6 Outside Shutdowns and projects with durations beyond 6 weeks, Industrial Rates should be paid to Employees.
- 16.7 Rate discrepancies are normally amongst the primary reasons for labour grievances and industrial actions and thus every Supplier is accountable to manage their Employee expectations.
- 16.8 Suppliers may not engage in on-Site rate negotiations with Employees post mobilisation.
- 16.9 Suppliers may not negotiate with any Union or Union members on Sasol Sites. Such activities shall take place at their off-Site offices, unless pre-approved by Sasol RM IR.

**17 Pre-mobilisation Medicals**

- 17.1 All Supplier Employees and Suppliers' Contractors entering the Sasol Site must be in possession of a medical surveillance record as per the Sasol Medical surveillance requirements. Failure to provide such records shall lead to the Employees in question being denied access to Sasol Sites until the appropriate medical surveillance record is provided.
- 17.2 Valid periodic medical examinations will also be accepted for Shutdowns.
- 17.3 Supplier and Suppliers' Contractor Employees will be required to undergo a medical examination at one of the External Service Providers approved by Sasol.

**18 Recruitment, Employment & Sub-contracting and or Labour Supply Agents**

- 18.1 The Supplier is accountable for all their own Employees who are mobilised onto a Sasol Site, and their employees mobilised to Sasol sites by their Suppliers' Contractors.
  - 18.1.1 The Sasol General Terms and Conditions stipulates that the Supplier should declare and obtain pre-approval from Sasol for all the Suppliers' Contractors and labour supply contractors they intend to mobilise onto a Sasol Site. The Supplier should conduct frequent audits to ensure legal compliance by their Contractors.
  - 18.1.2 Sasol RM IR & Compliance will administrate the 3<sup>rd</sup> party declaration process and facilitate Sasol internal alignment with Sasol Contract Specialists and Sasol Security.
  - 18.1.3 Suppliers are required to ensure that a proper due diligence process has been conducted before employing workers. It is expected that the Supplier verify that applicants do not have a criminal record which could pose a potential risk to the Supplier as well as to Sasol. Suppliers must ensure that the required minimum skill, qualification, and competencies are met, and that "local" work seekers do in fact reside within the local municipal areas and/or fence line communities as specified by Sasol.

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**18.2** The Suppliers and their Site agents accept full responsibility for their job applicants and must adhere to the following recruitment requirements:

- i. Recruitment may only take place at the local Department of Employment and Labour (DOL) offices or at the Supplier/TES offices.
- ii. No recruitment may take place on street corners and/or non-designated areas.
- iii. No recruitment may be carried out on or in the immediate vicinity of a security control point or inside the Sasol Site.
- iv. No applicant may move about on the Sasol Site without the direct supervision of a Site agent.
- v. Unsuccessful applicants must be escorted from Sasol Site by the Supplier site agent.
- vi. Supplier IR Managers are accountable to ensure that effective due diligence has been executed on every potential employee prior to employment and mobilisation of the individual to a Sasol site.

**18.3** The Supplier IR Procedure will not exonerate the Supplier and the Suppliers' Contractor from the responsibility to manage and conduct their IR effectively.

**18.4** Suppliers and Suppliers' Contractors are required to take note of the requirements related to recruitment as reflected in Sections 19, 20, 21 and 32 of this Supplier IR procedure.

**18.5** Sasol Supplier IR & Compliance will execute ad-hoc audits to verify that Suppliers comply with the said requirements.

## **19 Preferential Recruitment Practices**

The following preferential recruitment and appointment practices must be applied by Suppliers and Suppliers' Contractors:

- I. Recruitment and appointment preference need to be given to local people who normally reside within the local municipal area closest to the relevant Sasol site.
- II. The following minimum requirements related to Suppliers' recruitment and appointment of resources are expected:
  - a. Ninety percent (90%) general workers up to semi-skilled workers needs to be recruited and employed from the local citizens residing within the local municipal area or as per RM IR instruction based on a specific Sasol regional, shutdown or project requirements.
  - b. Fifty percent (50%) Artisan/Skilled workers need to be recruited and employed from the local citizens residing within the local municipal area or as, per RM IR instruction based on a specific Sasol regional, shutdown or project requirements.

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- III. Suppliers are expected to keep and maintain records of due diligence conducted in order to establish and confirm whether individuals recruited are local or non-local.
- IV. Suppliers remain accountable to verify and ensure that “Local” job applicants reside in the *identified municipal area and/or fence line community*, and adhere to the Sasol site requirements related to “local employees”
- V. Only after all available competent resources residing within the local municipal areas have been exhausted, may Suppliers and Suppliers’ Contractors extend their recruitment to the rest of the specific Province and South Africa.
- VI. To address local recruitment, Suppliers and Suppliers’ Contractors are advised to register at the local DOL on their ESSA (Employment Service South Africa) system to register opportunities. Suppliers should confirm placements to DOL as per their requirements.
- VII. Suppliers are required to declare their employment information to RM, which will include a declaration of the number of local employees per job category.
- VIII. Sasol RM IR will conduct audit verifications of Suppliers actual employment and declarations in order to confirm compliance.

**20 Other Country Nationals (OCN)**

- 20.1** Only in exceptional cases may Suppliers recruit foreign labour, provided that consultation has taken place between the Supplier, the Sasol end user, and RM OCN Office. Before permitting such employment on a Sasol Site the Supplier will have to submit evidence that efforts have been made to source the required skills in South Africa and that these efforts were unsuccessful.
- 20.2** The Sasol “Application procedure to mobilise OCN’s to the Sasol Site” is a prerequisite and approval on the intent to mobilise OCN’s is required from Sasol RM IR.
- 20.3** No OCN may enter Sasol premises to work without a valid work permit.
- 20.4** Note should be taken of the frequently updated information from RM IR pertaining to OCN work permits.
- 20.5** Rates: The money-in-pocket rates of foreign labour must at least be equal rand value to their South African counterparts, per Supplier/Contractor.
- 20.6** OCN accommodation: Suppliers who employ and mobilise foreign labour (OCN’s) must provide these Employees with accommodation that complies with the Sasol minimum requirements for OCN accommodation (Sasol Minimum Requirements for Accommodation of other Country Nationals is obtainable from Resource Management).
- 20.7** Suppliers remain accountable to manage the behaviour of the OCN’s they mobilise to South Africa and Sasol.

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**20.8** Suppliers are accountable to ensure that they repatriate all OCN's that they mobilised to SA post completion of the work, in compliance with the specific work permits.

**21 Uncontrolled Labour Movement Demobilisation**

Employees shall not be allowed to rotate in an uncontrolled manner between Suppliers and/or Suppliers' Contractors (job hopping). The intention of this requirement is to facilitate an orderly process where Supplier Employees' transfer from one Employer to another.

**21.2** This will prevent:

Suppliers, Suppliers' Contractors, Recruitment Agents, Site Agents or Labour Brokers to "poach/ tout" personnel from other employers by means of financial inducement, other incentives or upon any other basis in an attempt to secure their services.

Employees entering the Sasol Site for the purpose to seek "better"/other employment and demanding higher rates and benefits during the Shutdown.

The creation of artificial higher demands on manpower, rates and/or benefits; and Potential Industrial Action.

**21.1** Suppliers and Suppliers' Contractors should have an internal demobilisation procedure that is consistently applied by all their management.

**21.2** Suppliers and Suppliers' Contractors are required to issue Employees with a notice period as specified in the relevant Employment contract or the BCEA (as legally required), before demobilisation.

**21.3** Suppliers and Suppliers' Contractors must ensure that all demobilised Employees receive their full wages on or before the next pay cycle period.

**21.4** Upon official demobilisation of Employees Suppliers and Suppliers' Contractors will be required to:

- i. Confirm the successful completion of the demobilisation process with the Sasol Permit office when the permits are returned.
- ii. A declaration by the Supplier/Suppliers' Contractor confirming having paid over all monies due for Pension/Provident, COIDA, UIF and SARS etc. must be submitted to the RM offices after each demobilisation.

Each demobilised Employee must be supplied with a copy of:

- i. Notice of Demobilisation.
- ii. Signed off Demobilisation/employment release document.
- iii. Service Certificate.
- iv. UI-19 Form.

**21.5** The Sasol Security Access Card officer will receive the employees access card from the current Employers' site agent and verify the employees Demobilisation (EOC) documentation, before the employee will be badged (registered) with a new Employer.

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The confirmation of successful demobilisation will allow Employees to re-enter the Site with a new Supplier or Suppliers' Contractor.

No Supplier or Suppliers' Contractor may refuse to demobilise and return an Employee's Sasol access card after the completion of the contract (EOC) which includes the legal notice period.

**21.5.1 BCEA section 37 (1):**

- i. one week, if the employee has been employed for four weeks or less:
- ii. two weeks, if the employee has been employed for more than four weeks but not more than one year:
- iii. four weeks, if the employee has been employed for one year or more.

The above clauses should be part of the Employees' terms and conditions of employment and or induction process to ensure awareness before commencement of work on the Sasol Site.

Suppliers are advised to make use of a demobilisation checklist to ensure effective completion and compliance per Employee.

To support the preferential recruitment and appointment of local citizens, Suppliers and Suppliers' Contractors should supply the local DOL Recruitment Centre with the details of all their local demobilised Employees.

**22 Employee Induction**

**22.1** The Supplier and/or Suppliers' Contractor shall make allowance for the initial induction and training of each of its Employees with regards to IR, Health Safety and Environment, Security and orientation in terms of the operational requirements of Sasol.

This period is deemed to be included in the contract price for each Supplier as set out in its Agreement. Valid safety induction is a pre-requisite for the permit process of Employees.

**22.2 Supplier IR Induction**

The Suppliers workforce must attend an internal IR Induction.

This is to ensure that all Employees are familiar with and understand their conditions of employment as well as the various IR processes prior to mobilisation to Site.

Suppliers should maintain an attendance register that stipulate the topics covered during the induction.

All Supplier Employees are required to sign contracts of employment before being permitted to commence work on a Sasol Site.

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Terms and conditions of employment observed for all the Employees and the IR practices implemented by the Supplier shall substantively and procedurally be compatible with the statutory regulations to each industry concerned, the collective bargaining agreements and in accordance with sound IR practices.

**23. Sasol Security Personnel Identification Card/Permit**

- 23.1 Suppliers should take note of the Sasol security identification card processes and procedures.
- 23.2 Suppliers and Suppliers' Contractors should adhere to the Sasol Site Security and access control requirements.
- 23.3 On completion of the Suppliers' internal due diligence verification process, which includes the individuals criminal record verification as well as the Sasol access pre-requisites. (Pre-employment medical examination, Sasol Safety Induction etc.)
- 23.4 The Supplier will then follow the Sasol Site Security Access Control Process, to obtain pre-approval to mobilise individuals on to the Sasol site.
- 23.5 Sasol reserves the right to grant, refuse and/or withdraw access onto Sasol Sites.

**24. Site Security Requirements**

- 24.1 Suppliers are required to take note of and adhere to the Sasol Site security requirements.
- 24.2 Suppliers should take note that certain Sasol Sites are declared as National Key Points with specific related legal and security requirements and should familiarise themselves with these requirements.
- 24.3 All Suppliers and Suppliers' Contractors are to ensure that their Employees who enter the Sasol Site are aware of Sasol's zero tolerance policy regarding alcohol and drugs. Each Sasol Site reserves its rights to monitor and test and/or search any person entering and/or on its premises, in any manner it deems fit, subject to procedures laid down in the relevant policies.

**25 Accommodation**

*Based on the Supplier specific Industry, related collective agreements, Sectoral Determinations, Commercial Contracts and/or Employment Contracts, Suppliers and Suppliers' Contractors should provide, where applicable, for accommodation, meals and transport for the non-local Employees they mobilise.*

Suppliers and Suppliers' Contractors should pro-actively manage their accommodation related suppliers to ensure that sound IR is maintained.

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**26 Personal Protective Equipment (PPE)**

- 26.1 Refer to Site specific arrangements, works instructions and commercial contracts with Sasol and Suppliers.
- 26.2 Cost of standard PPE may not be deducted from Employees' salaries.
- 26.3 Suppliers shall take note of the Sasol Site SHE requirements and should ensure adherence to it by all their Employees. (Refer to the relevant Sasol Safety website).

**27. Tools Arrangements**

- 27.1 Suppliers and Suppliers' Contractors shall ensure that their Employees declare all private tools brought on Sasol Site, in order to have such tools verified and signed for by the Site security and such Employees' supervisor.
- 27.2 The Supplier and Suppliers' Contractor and their respective Employees should ensure that all tools are kept in secure areas when not in use.
- 27.3 The Supplier and Suppliers' Contractor shall ensure that its Employees accept responsibility for the safe and efficient use of the Supplier tools, equipment and property, and will ensure that no abuse, loss or negligent damage takes place.
- 27.4 It is required that the rules of natural justice (*audi alteram partem*) prevail during the Supplier disciplinary inquiries and investigations pertaining any misuse, abuse or negligent damage or loss of company property.
- 27.5 Suppliers should ensure that they obtain a legal exemption from the company's relevant bargaining council, as well as written consent from the relevant Employee, before deducting any monies from the Employees for any loss suffered by the Supplier.

**28. Supplier Employee Facilities on Site**

- 28.1 Suppliers are expected to provide and maintain facilities for their Employees at their workplace.
- 28.2 At all-time facilities must comply with Occupational Health and Safety Regulation. When shifts are worked, cleaning and maintenance should be done on a 24 hours basis, including night shifts.
- 28.3 The contact details of the Supplier and the responsible person for the facilities should be clearly visible/ indicated on all these facilities.
- 28.4 Suppliers should use the occupational hygiene checklist for facilities (ablution, change rooms and eating facilities) to ensure compliance with minimum standards.

**29. Safety on Site**

- 29.1 Suppliers and Suppliers' Contractors are required to take note of and ensure compliance to all the relevant Sasol SHE requirements.

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**29.2** Suppliers must refer to:

- i. The Sasol standard commercial agreements (terms and conditions).
- ii. The Suppliers safety management standards and the Suppliers safety grading with Sasol.
- iii. Suppliers SHE Specifications.

**29.3** In the event that a Supplier and /or any of their Employees contravene any of the Sasol Life Saving rules and or Site safety rules, Sasol reserves the right to take appropriate measures to ensure that such behaviour is mitigated to Sasol's satisfaction. (Refer to the Sasol Access Review committee and the withdrawal of access to a Sasol Site.)

**29.4** The Sasol Site specific safety requirements must be communicated to the workforce of each Supplier.

**30. Industrial Action (IA)**

**30.1** The definition of industrial action on the Sasol Sites is defined by the LRA and accept that there are many forms of Industrial Action, such as: withdrawal of co-operation, go-slow, overtime ban, primary or secondary work stoppage, strike, grasshopper strikes, sit-down, protest action, picketing, stay-away, lock-out or partial or complete refusal to work overtime, whether voluntary or compulsory.

**30.2** Suppliers are required to have an Industrial Action Contingency Plan in place prior to commencing with work on Site. The plan must include the contact details of each Supplier's appointed IR manager and most senior responsible manager.

**30.3** Suppliers are required to ensure that picketing takes place at their designated offices in the local municipal area, and not on the Sasol Site. Note should be taken that the majority of the Sasol Sites are declared as National Key Points, under the National Key Point Act 102 of 1985.

It is expected that Suppliers agree on the Picketing Rules in advance before a strike commence.

A copy of the picket rules must be supplied to Sasol RM IR immediately upon the union/s notifying the Employer of its intent to call out a strike. If the Strike will take place at the Employers office within the local municipal area and no picket rules being agreed to, "Picket Rules" shall mean the picket rules as promulgated from time to time by the CCMA or any Code of Conduct regulating picketing.

When there is a possibility that a Supplier strike may occurred close or on a Sasol Site, the Supplier should observe the Sasol RM IR guideline on picketing rules to ensure that the Safety and Security at the Sasol National Key Point is mitigated. In these cases, the Supplier and Suppliers' Contractors should proactively consult RM IR to align on the Sasol minimum requirements for picketing rules and industrial related actions close to, or at a Sasol site / access point.

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Sasol retains its legal right to represent Sasol at the CCMA and/or other litigation processes, before any Supplier or third party may confirm or agree to picketing, picketing rules or planned industrial action at/or close to a Sasol site / access point.

In the event of Suppliers Employees embarking on Industrial Action, whether procedural or non-procedural, reference to the RM IR Industrial Action Handling Procedure must immediately be made available as it deals with the following:

- i. Prevention actions.
- ii. Sasol Strike Management philosophy of industrial action to RM IR within 30 minutes of commencement .
- iii. Role and function of Industrial Action committee.
- iv. Prior approval of all communication by RM IR.
- v. Suppliers' maximum resolution time-period on the Sasol Site of 24 hours.
- vi. Sasol standard Picketing Rules and Pro forma Picketing agreement.
- vii. Individuals who were incited or willingly took part in, and were dismissed due.
- viii. To unprotected industrial action, or who demonstrated violent behaviour on a Sasol Site or at the entrance to a Sasol site, will be regarded as a high-risk individual whose future access to Site will be revoked.
- ix. Supplier employees who take part in any form of a protected Industrial action and do not continue to work, or prohibit other employees to work, will be restricted.
- x. In line with paragraph 23 of this procedure, Suppliers will have to re-apply for approval to be re-mobilise and/or obtain access for employees or individuals whose access was revoked.

### 31. Mitigation of Sasol risks and withdrawal of access to a Sasol Site

Sasol and all Suppliers and Suppliers' Contractors need to have contingency actions in place to protect the Sasol Site from any potential Industrial Action and any other Employee behaviour related risk to Sasol.

These actions need to include but are not limited to the following:

- i. Proper HR management practices that include effective communication with the work force.
- ii. Pro-active measures to identify and address potential reasons for Employee grievances and or industrial action.
- iii. Suppliers and Suppliers' Contractors should have effective recruitment practices that include due diligence in the verification of Employee's competence, previous job history, performance and misconduct and criminal record before applying for access to the Sasol site.

The Supplier and the Suppliers' Contractor should institute disciplinary action against any Employee should there be reason to believe that the Employee:

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- i. Has acted in contravention of the Supplier IR Procedure, disciplinary procedure and or any Site related rules and or procedures.
- ii. Instigated or participated in an unprotected industrial action, intimidation or violence.
- iii. Acted in breach of his Employment Contract or any statutory wage regulatory instrument.
- iv. Contravened Sasol safety regulations.
- v. Contravened Sasol security and or road safety regulations.
- vi. Conducted any criminal related activities.
- vii. Employees dismissed by Suppliers or Suppliers' Contractors due to their involvement in unprotected industrial action, or other serious misconduct, will not automatically be allowed future access to the Sasol Site.
- viii. Suppliers should inform Sasol of all dismissed Employees, who pose a potential IR/safety and other risk by submitting substantial information to the Sasol RM IR office.
- ix. The Sasol designated RM IR manager will exercise the discretion, after consultation with Sasol Legal department, based on the information at hand to flag the individual as a potential future Sasol risk or not.
- x. The implication of such a decision maybe that the individual will not gain future access to a Sasol Site.
- xi. The access of Employees who pose IR risks will be restricted for an undefined period of time based on the circumstances of each case.
- xii. Individuals whose access has been restricted to the Site, may refer an enquiry to the Site access review committee that implemented the said restriction.
- xiii. If and when the restriction is lifted, the signing of the acknowledgement of the Sasol Site rules will be a pre-requisite for the individual to obtain access to the Sasol Site.

Should any Employee, for any reason whatsoever, be employed after being risk listed by Sasol, removed/ dismissed for previous misconduct while on a Sasol Site, Sasol reserves its rights to request the removal of such Employee, subject to fair procedures.

## 32 Disciplinary and Grievance Procedure

- 32.1 The Suppliers shall ensure that it and its Suppliers' Contractors have a Disciplinary Code and Grievance Procedure in place.
- 32.2 The Suppliers' must be prepared to present these documents to Sasol RM IR prior to commencing with work on Site.
- 32.3 It is highly recommended that the Suppliers and Suppliers' Contractors' disciplinary code, with specific reference to the sanctions for misconduct, is aligned with the Sasol Disciplinary code for the duration of the Employees working time on a Sasol Site.

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**32.4** All Suppliers and Suppliers' Contractors must ensure that their workforce is familiar with their relevant Disciplinary and Grievance Procedure. It remains the Suppliers responsibility to apply their procedures consistently.

**32.5** Suppliers should manage their human resources activities and processes at their local offices situated within the local municipal area. This includes disciplinary and grievance enquiries, hearings, and dispute meetings.

**33 Temporary Employment Service to Sasol**

Suppliers and Supplier's Contractors may not provide any "Temporary Employment Service" as defined in section 198 or 198A of the Labour Relations Act, 66 of 1995 to SASOL and the Supplier may not provide any of its employees to SASOL to perform work under the control and supervision of Sasol, unless the Supplier has an explicit Commercial contract with Sasol which allows the Supplier to supply Temporary Employment Services to Sasol via the Sasol Supply Chain Services RM TES department.

Sasol shall be indemnified against any claim or liability of whatsoever nature of its employees or potentially deemed employees against Sasol. This requirement is also stipulated in the Sasol commercial agreement with Suppliers and non-compliance will be regarded as breach of contract.

**34 Protection of Personal Information Act (POPI)**

The protection of your personal data is important to the Sasol RM IR department. This department will collect, process and store personal data in accordance with the laws pertaining to data privacy.

A detailed explanation on how Sasol processes third-party personal information is available on the Sasol website. (<https://www.sasol.com/privacy-policy>)

**35 General Code of Conduct**

Suppliers and Suppliers' Contractors are referred to the Sasol website: [www.sasol.com](http://www.sasol.com) for the Sasol Code of Conduct as well as the Sasol Supplier Code. Copies of the relevant applicable policies, procedures, preformat documents and related documents can on request be obtainable from the RM IR office.

**36 General**

This Supplier IR Procedure needs to be read and interpreted in conjunction with the relevant annexure, supplementary documentation and related Sasol information available on the Sasol website: [www.sasol.com](http://www.sasol.com)

Sasol reserves the right to supplement, amend, or vary any provision of the Supplier IR Procedure, procedures and or processes as and when necessary and in the context of new legislation issued by Parliament or Sasol requirement, without written consent of the Supplier. It is the duty of the Supplier and the Suppliers' Contractor to ensure that it is at all times updated and au fait with the newest policies and

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procedures on the Sasol website and will regularly check and update its policies and procedures to align it with Sasol

Inquiries may be directed to the relevant Site specific/designated RM IR office.

### 37 Record matrix

This Procedure shall become effective from date of issue and revised as and when necessary.

Record nr.	Record description	Responsibility	Medium	Storage location	File	Retention period	Disposal method
None	None	None	None	None	None	None	None
<b>Note:</b> Files with hard copies are kept in the document store while the product / customer is active - thereafter it is archived. Electronic data is stored on SharePoint							

### 38 Amendment record

Revision number	Pages	Status / change
00		Supplier Industrial Relations Procedure June 2014
01	All	Supplier Industrial Relations Procedure December 2016
02	All	Supplier Industrial Relations Procedure February 2020
03	All	Supplier Industrial Relations Procedure September 2021

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