



## **AGREEMENT**

**Between**

**ANGLOGOLD LIMITED  
(the “company”)**

**and**

**NATIONAL UNION OF MINeworkERS  
(NUM)  
MWU SOLIDARITY  
(MWU-S)  
NATIONAL EMPLOYEES’ TRADE UNION (NETU)  
SOUTH AFRICAN EQUITY WORKERS  
ASSOCIATION  
(SAEWA)  
UNITED ASSOCIATION OF SOUTH AFRICA  
(UASA)  
(the “unions and associations”)  
(jointly referred to as the “parties”)**

**on**

**HIV/AIDS  
IN THE WORKPLACE**

## **1. PREAMBLE:**

- 1.1. The parties recognise that HIV/AIDS poses a threat to the employees, their families, communities and to the company and its stakeholders. It is in all parties' interests to agree on how to deal with HIV/AIDS.
- 1.2. It is within the framework of this agreement that the company, in partnership with trade unions and associations, will develop and maintain responsible and effective programmes to minimise the impact of HIV/AIDS on all its stakeholders.
- 1.3. This agreement defines the respective rights and obligations of stakeholders and accepts that only through partnerships and joint responsibility between AngloGold and its operations, labour, individuals and their families, government and other role players can HIV/AIDS be combated.

## **2. INTENTIONS AND RESPONSIBILITIES:**

It is the responsibility of the company together with stakeholders, to develop a comprehensive strategy and programme of responses, which will manage HIV/AIDS in the company and in its surrounding communities.

The parties therefore agree to take joint responsibility to:

- 2.1. Address the health, safety and well being of employees in relation to HIV/AIDS by implementing HIV/AIDS programmes.
- 2.2. Minimise the adverse effects of HIV/AIDS on operations and the social circumstance and development of employees and consequently their families and communities.
- 2.3. Create a conducive environment in the workplace for dealing with the epidemic constructively.
- 2.4. Reduce the number of new infections among employees and consequently their families and communities.
- 2.5. Provide proper information and advice on HIV/AIDS to employees and their families as well as monitoring and evaluating the epidemic.
- 2.6. Ensure that the rights of employees living with HIV/AIDS are protected and enforced and that fair process is followed when dealing with HIV/AIDS.

## **3. RIGHTS OF EMPLOYEES:**

- 3.1. AngloGold recognises and seeks to promote the Constitutional and legislative rights of employees.
- 3.2. The company will not discriminate against employees on the grounds of HIV/AIDS in the areas of:
  - Access to jobs
  - Retention of jobs
  - Education and training
  - Promotion
  - Housing/accommodation
- 3.3. Employees with HIV/AIDS will not be dismissed on the grounds of their HIV/AIDS status.
- 3.4. When an employee has become too ill to perform his or her current work, the operations will follow statutory guidelines, agreements and procedures regarding ill health retirement due to

incapacity.

- 3.5. Any medical examination undertaken either before or during employment will be to determine whether the applicant or employee meets the appropriate health criteria for the position. This examination does not include an HIV test.
- 3.6. AngloGold will endeavour to prevent stigmatisation and discrimination against those employees living with HIV/AIDS.
- 3.7. HIV positive employees have the same rights as other non-HIV positive employees, which includes access to grievance procedures. AngloGold will make a special effort to ensure confidentiality of an aggrieved HIV positive employee in any such procedure.
- 3.8. Disciplinary action will be taken against those, irrespective of position in the company, who harass, stigmatise or in any other way discriminate against an employee with HIV/AIDS.

#### **4. TESTING, CONFIDENTIALITY AND DISCLOSURE OF INFORMATION:**

- 4.1. AngloGold will ensure that HIV testing of employees is undertaken in accordance with legal guidelines and in agreement with representative trade unions on permissible testing and conditions of testing. The defined conditions of HIV testing are that it is:
  - Voluntary
  - Confidential
  - With informed written consent
  - Accompanied by prescribed pre- and post-test counselling
  - Confined to a care worker and employee-patient relationship
- 4.2. AngloGold recognises that employees with HIV/AIDS are not legally required to disclose their HIV status. Where such a person does voluntarily disclose such information, the company will take the necessary steps to ensure that confidentiality is maintained and provide in its Wellness Programmes an environment of openness, acceptance and support. Such person will be encouraged to participate in Wellness Programmes.

#### **5. HEALTH AND SAFETY:**

- 5.1. AngloGold will ensure that the risk of accidental transmission of HIV in the workplace is kept to a minimum by ensuring the provision of and training on universal precautions, in accordance with the Mine Health & Safety Act.
- 5.2. Occupational exposure to HIV is dealt with in terms of the Compensation for Occupational Injuries and Diseases Act which provides for:
  - The reporting of all occupational accidents
  - Management of occupational exposure to HIV, including access to post-exposure prophylaxis where appropriate
  - Claiming for compensation where applicable.
- 5.3. The parties recognise that the above provisions would be of particular relevance to all AngloGold employees involved in rescue operations.

#### **6. PROGRAMMES THAT DEAL WITH HIV/AIDS:**

- 6.1. The parties agree that a joint Management/Union/Association working group on HIV/AIDS at company level should be formally established. This working group will monitor the implementation of this agreement and will consider any strategic issues pertinent to HIV/AIDS.
- 6.2. Joint HIV/AIDS structures with organised labour will be established at operations level where they are not yet in place in conformity with Clause 3.2 of National Union of Mineworkers (NUM)/Chamber of Mines (COM) 2001 Wage Agreement and Clause 3.2 of the 2001 Wage

Agreement between the Chamber of Mine and the Federation of Mining Unions comprising, National Employees Trade Union, South African Electrical Workers Association, MWU Solidarity and the National Union of Mineworkers. AngloGold commits to support these structures.

- 6.3. In accordance with the NUM/COM 2001 Wage Agreement, AngloGold will, within the parameters of affordability and employee preference, involve its best endeavours to accelerate programmes of making family accommodation available, including the conversion of hostels and utilisation of empty houses.
- 6.4. In terms of the 2001 Wage Agreements the parties re-affirm that funding will be provided specifically for HIV/AIDS programmes that are to be undertaken by the HIV/AIDS partnership structures, and the information on such funding will be made available to the partnership structures.
- 6.5. The parties will seek to support, promote and implement workplace intervention programmes. Such programmes address the prevention of new HIV infections through:
  - awareness activities,
  - condom distribution and use,
  - induction and supervisory training,
  - peer education,
  - voluntary counselling and testing that complies with the guidelines prescribed in section 4.1
  - treatment of sexually transmitted infections.
- 6.6. Peer Education:
  - 6.6.1 The parties agree that peer education is fundamental to affecting behaviour change.
  - 6.6.2 It is noted that the company has implemented such a peer education programme. However, it is recognised that the peer education programme will benefit from a review of its structures and processes, which may include piloting new ideas such as full time peer administrators.
  - 6.6.3 It is agreed that such a review will be undertaken jointly by the parties and will be instituted within three months of signing this agreement.
- 6.7 Wellness Programmes and health care for HIV infected employees
  - 6.7.1 AngloGold continues to provide specific care for all HIV infected employees through its Wellness Programme. The care and treatment provided according to the Wellness Programme protocols does not require co-funding by employees. Medical assistance is provided for AIDS-related illnesses in accordance with the rules of employees' respective medical benefits.
  - 6.7.2 It is noted that those medical benefits, regardless of whether they are administered by AngloGold Health Service or by another AngloGold affiliated medical scheme, are subject to a prescribed minimum benefit (PMB) in accordance with the Prescribed Minimum Benefits Regulations attendant to the Medical Schemes Act No. 101 of 1998 (see Addendum 5). Consequently there is no distinction between the benefits for AIDS-related illnesses received by employees that co-contribute to a medical scheme and employees that have health care arrangements funded by the employer alone.
  - 6.7.3 Regarding the protocols followed in informed consented VCT and in the wellness programme, AngloGold will comply with the best practices of managing HIV/AIDS locally and internationally.
- 6.8 Antiretroviral therapy (ART)

- 6.8.1 Antiretroviral therapy (ART) has been used with some measure of success in slowing progression to AIDS and death in HIV infected individuals, particularly in developed countries. AngloGold believes that HIV infected employees would benefit from ART but that the feasibility, safety, ethics and cost of introducing ART in the mining context needs to be assessed, particularly in the absence of a national enabling environment.
- 6.8.2 The parties recognise that there are employees with HIV who need early access to anti-retroviral drugs and who would be prepared, with the necessary safeguards, to immediately participate in an appropriate feasibility study. The parties undertake to facilitate such participation wherever possible and within the protocols applicable to such a study.
- 6.8.3 AngloGold has for some time pursued opportunities to do a feasibility study in partnership with industry role players, as well as other institutions. The parties undertake to jointly accelerate these efforts within the industry and to do so in a time frame that reflects the urgency of the matter. Should such a study be identified the parties pledge their active participation and undertake to propose the participation of employees in the study as set out above.
- 6.8.4 AngloGold confirms that as set out in the Wage Agreements referred to in 6.2 above, it is making available effective treatment and medication for HIV infected pregnant employees, including anti-retroviral therapy (ART) as may be medically justified.
- 6.9 Indigenous and other natural immune boosters
- 6.9.1 AngloGold Health Service offers evidence-based medical care and as such cannot undertake to prescribe indigenous and other natural immune boosters before their clinical efficacy has been validated by independent controlled clinical trials.
- 6.9.2 However, AngloGold agrees to co-fund employees on a 50:50 basis that wish to purchase such products from retail outlets of S Buys pharmacies or should it cease to exist, from a pharmacy to be nominated by AngloGold Health Service. Such products will be made available at competitive prices. The technical advisory committee referred to in 7.3 of the body of this agreement shall determine the specific products that are to be made available in such a manner.
- 6.10 Nutrition and nutritional supplements
- A healthy lifestyle is key to slowing the progression from asymptomatic HIV infection to AIDS and this includes a balanced diet. AngloGold, where it has such control, ensures the provision of nutritionally balanced meals, and undertakes to review their nutritional value at regular intervals.
- Nutritional supplementation products will be considered by the parties' health and nutrition advisors for the benefits of those products to the wellbeing of HIV infected employees.
- 6.11 Community Programmes
- Prevention and care programmes cannot focus exclusively on employees, but must be carried into the community. The parties promote peer education beyond the confines of the organisation and will involve themselves in suitable projects and programmes that address community needs in respect of HIV/AIDS.
- 6.12 AngloGold and UASA note that no specific reference to any or all of the programmes or aspects of programmes referred to above, appear in the parties' agreements on the 2000/2001 Review of Salaries and other conditions of employment for Officials. However, both parties affirm their participation and commitment to the programmes outlined above.

## **7 MANAGEMENT OF THE HIV/AIDS PROGRAMMES:**

- 7.9 The impact of HIV/AIDS on AngloGold's running costs as well as the cost effectiveness of HIV/AIDS intervention programmes are evaluated and analysed regularly.
- 7.10 AngloGold may, from time to time, provide information to its stakeholders, parties to this agreement and the public at large relevant to its management of HIV/AIDS.
- 7.11 The parties agree to establish a technical advisory committee to meet from time to time where necessary, to consider certain aspects relating to the company's wellness programme. Should this technical committee agree on specific aspects as set out above, these could be considered by the joint management/union/association working group mentioned in 6.1 as annexures to this agreement or as agreed protocols.

## **8 MONITORING, EVALUATING AND REVIEW OF HIV/AIDS PROGRAMMES:**

- 8.1 The parties record that the monitoring, evaluating and review of HIV/AIDS programmes in AngloGold is an ongoing activity.
- 8.2 AngloGold undertakes to share the information arising out of 8.1 with the unions and associations on a regular basis. The parties agree that it is important to continue to monitor, evaluate and review the effectiveness of HIV/AIDS programmes without discriminating against any employee because of HIV status.
- 8.3 The parties recognise that AngloGold undertakes research to monitor, evaluate and review health care programmes and to develop best practice. This is equally true of HIV/AIDS programmes with particular reference to research in the areas of:
- The sociology and psychology of risk and non-risk behaviour
  - AIDS Vaccines
  - Antiretroviral therapy
  - Treatment of AIDS-related illnesses, for example TB

The AngloGold Ethics Committee, in which all parties to this agreement have nominated representatives, will assess the merits and ethics of each HIV/AIDS-related research project. The Committee is an independent body that applies stringent international codes of ethical practice to all research protocols proposed by AngloGold or other stakeholders.

- 8.4 The parties undertake to jointly develop and institute appropriate information, education and communication programmes in order to facilitate voluntary participation in evaluation activities.

## **9 DISPUTE SETTLEMENT PROCEDURES:**

In the event of any dispute about the interpretation or application of this agreement including any annexures hereto, or in the event of the parties failing to reach consensus with regard to amendments to this agreement, as set out in 10 below:

- 9.1 Any party intending to refer the dispute for conciliation in terms of clause 9.2 below, shall make a reasonable effort to resolve the dispute before such referral.
- 9.2 Should the procedure mentioned in clause 9.1 above fail to resolve the dispute, the procedure for resolving the dispute shall be a referral by either party, first to conciliation and if still unresolved, to arbitration by a single arbitrator agreed to by the parties.
- 9.3 Should the parties fail to agree on either a conciliator or arbitrator, either of them may request either the Director of the Arbitration and Mediation Services of South Africa (AMSSA), or the Managing Director of Tokiso Dispute Settlement to make a suitable appointment, which shall not exclude the possibility of appointing a panellist from the

Commissioner for Conciliation, Mediation and Arbitration.

**10 AMENDMENTS TO THIS AGREEMENT:**

The parties may amend this agreement after thirty days written notice from either party of the intention and reason therefor. After which, both parties will meet to discuss and reach consensus on clauses to be amended.

**11 IMPLEMENTATION OF THIS AGREEMENT:**

The parties recognise that some of the initiatives and programmes mentioned in this agreement are already in operation and agree that this continue uninterrupted. Furthermore, the parties agree that this agreement will be implemented fully within three months of signature.

12 **DEFINITIONS:**

<b>Parties:</b>	means the signatories to this agreement.
<b>Stakeholder:</b>	includes TEBA, Government, family members and NGO's.
<b>Affected employee:</b>	means an employee who is affected in any way by HIV/AIDS.
<b>AIDS:</b>	means "acquired immune deficiency syndrome" and is the clinical definition given to the onset of certain life-threatening infections in a person whose immune systems have ceased to function properly as a result of infection with HIV.
<b>HIV:</b>	means "human immunodeficiency virus", which attacks and ultimately destroys the body's natural immune system.
<b>Code of Good Practice:</b>	means the "Code of Good Practice on Key Aspects of HIV/AIDS" issued by the Department of Labour in terms of section 54(1)(a) of the Employment Equity Act 55 of 1998 and the Labour Relations Act 66 of 1995.
<b>HIV Testing:</b>	means ethical methods of medical testing to determine the HIV status of a person, with the individual's written consent.
<b>HIV Positive:</b>	means a person infected with HIV.
<b>Infected Employee:</b>	means an employee who is HIV positive.
<b>Informed Consent:</b>	means written consent from a patient, an employee or applicant for employment, which ensures that the person fully understands the nature of the test before giving agreement to it.
<b>VCT:</b>	means "voluntary counselling and testing" which is only done with the informed consent of the client.
<b>Wellness Programme:</b>	means an intervention programme in which employees who are infected will be offered interventions aimed at improving the quality of their lives.
<b>STI's:</b>	means "sexually transmitted infections", i.e. infections passed from one person to another during sexual intercourse.
<b>TB:</b>	means "tuberculosis"

SIGNED AT CARLETONVILLE ON THIS 24<sup>TH</sup> DAY OF JULY 2002.

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
For and on behalf of:  
**ANGLOGOLD LIMITED**

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
For and on behalf of:  
**NATIONAL UNION OF MINeworkERS**

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
For and on behalf of:  
**MWU SOLIDARITY**

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
For and on behalf of:  
**NATIONAL EMPLOYEES TRADE UNION**

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
For and on behalf of:  
**S.A. EQUITY WORKERS ASSOCIATION**

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
For and on behalf of:  
**UNITED ASSOCIATION OF SOUTH AFRICA**