



# POLICY

## – REMOTE WORKING

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document information

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## 1. PURPOSE / SCOPE

- The policy is aimed at regulating remote working, where management have approved such for Associates.
- This policy supports any health pandemic, -. As well as the Department of Health and the Occupational Health and Safety Act (OHSA), in the promotion of a safe and healthy working environment and for the communities within which Rand Refinery operates.
- The provision of flexible work and remote working arrangements remain subject to Exco approval, especially when applied during episodes of health pandemics,. Management reserves the right to revoke the practice at any time, within the bounds of applicable legislature governing such pandemics.

## 2. POLICY STATEMENT

- The Policy outlines Rand Refinery's guidelines for Associates who work from a location other than Rand Refinery offices. The intent is to ensure that both Associates and our company will benefit from these arrangements.
- One the primary considerations of the policy is to minimise the exposure to or the transmission of COVID 19 or other communicable diseases that may present from time to time.
- Management supports the application of the Remote Working policy and the Flexible Working Hours policy, interchangeably. However, operational requirements and safety of associates will take precedent over both policies.

## 3. RELATED POLICIES AND REFERENCES

For the purpose of this procedure the following references are valid:

- Form\_Application and Remote Working Agreement
- Form\_Laptop Setup

## 4. TERMS AND DEFINITIONS

For the purpose of this procedure the following terms and definitions apply.

- **Remote Working** – an arrangement in which associates perform their usual job-related tasks remotely rather than at their place of work, and do so for a regular portion of their work schedule, using electronic media to communicate with others both inside and outside of Rand Refinery. This is a temporary arrangement, subject to review.
- **Conditions of Employment** – is a contract between the employer and associate, in which they agree to the conditions of work arrangements between the associate (Associate) and Rand Refinery on the letter of appointment.
- **Associate** – deemed as any associate that has an employment contract between themselves and Rand Refinery.
- **Manager** –the Associate's direct line manager
- **Working hours** - the condition of working hours as agreed in the letter of appointment.



- **Remote Working Agreement** – a contract between the Associate and Rand Refinery, which stipulates the conditions and requirements for remote working. Refer to Annexure 2.

## 5. POLICY SECTIONS

### 5.1. Principles

- . The policy may be reviewed from time to time and may be changed to address other circumstances requiring such working arrangement.
- For this reason, the policy may be amended from time to time as circumstances dictate, should remote working arrangements be revoked, due to operational and other business requirements.
- The policy on remote working is based on mutual trust, integrity, collaboration, and flexibility between the employer and Associates.
- Both parties remain responsible for ensuring that the rules governing working from home are applied consistently and fairly.
- Remote working is not deemed as a benefit to which an Associate is entitled or a condition of service.
- Management, where applicable, may instruct Associates to work remotely (including working from home), to minimise, limit exposure, risk and /or to comply with national regulations, in instances of communicable disease pandemics, such as COVID 19.
- The general principles for approval are:
  - The operational requirements of the functions or department.
  - Whether the inherent requirements of an Associate’s outputs can be achieved remotely.
  - The performance track record of an Associate, with at least a performance rating of 3 and above. Refer to Performance Management Policy.
  - The active misconduct record of an Associate, as it may relate to conditions that apply to remote working, such as unauthorised absence; failure to comply with working hours; refusal to follow reasonable or lawful instructions, etc.
  - Access to appropriate remote working conditions and necessary equipment.
  - As far as is reasonably practicable, the conditions of the Associate, working remotely, are safe and without risks to the health of the Associate.
- This policy will not apply to any Associates engaged in shift work.

### 5.2. Necessary Conditions for Remote Working

- The nature of the Associate’s role must enable task to be performed remotely.
- The Associate has access to an adequate internet connection to perform tasks.
- Rand Refinery will provide necessary equipment, such as a laptop (when applicable and authorised by the Functional Executive Committee member.)



- d) Rand Refinery IT department must install VPN and security company approved software, before any associate can work remotely, this is a necessary requirement, no VPN no remote work. Equipment remains the property of Rand Refinery and the Associate is to keep the property safe and in a good working order. Rand Refinery reserves the right to recover any damages and/or loss, where abuse or negligence can be established. Monthly software updates must be done, especially security monthly patches, any delays might create laptop performance or security scanning issues. Contact IT helpdesk for assistance.
- e) Rand Refinery will not provide secondary equipment, such as a printer and screen, etc. If access to secondary equipment is required to perform any duties, it will be the responsibility of the Associate to access such equipment at their normal place of work.
- f) The Associate must have access to a quiet workspace free of distractions and conducive to delivery of outputs.
- g) The Associate must adhere to attendance schedules agreed upon with their manager.
- h) Ensure their schedules overlap with those of their team members for as long as is necessary to complete their job duties effectively.
- i) Team members and managers should determine long-term and short-term goals. They should frequently meet (either online or in-person when possible) to discuss progress and results.
- j) Associates must be available via e-mail, Teams meeting, calls or chat and/or telephone during normal working hours, unless they are engaged in a meeting, in which case this must reflect in the diary of the Associate.
- k) The diary of an Associate who is granted permission to work remotely must be accessible to anyone who is reasonably entitled to access, such as the manager, personal assistant, etc.
- l) Normal procedures for out of office arrangements, such as approval of annual/sick leave or a doctor's visit, etc, remain applicable and must likewise be reflected in the diary.
- m) A manager reserves the right to request an Associate to attend a meeting or any other work-related duty, either on-line or at the offices of Rand Refinery, as and when this may be reasonably required.
- n) The Associate will be expected to work from the offices of Rand Refinery, at least twice a week, to preserve the work culture and encourage team collaboration. The manager and Associate can agree on a suitable day for this arrangement.
- o) The manger can track the associate's productivity via a Workforce Productivity Management tool called Teramind. On request by the manager IT will install the agent on the laptop or desktop and only the manger will have access to monitor the specific associate's activities/usage for system objects like websites, applications, social media and web searches. Strict compliance with privacy of information and POPI Act is adhere to.

### 5.3. Conduct expected whilst Working Remotely

- a) Performance expectations as agreed to in the Performance Contract will remain applicable, as defined in Key Performance Areas. Poor Performance will be dealt with, as per Rand Refinery's Performance Management Policy.
- b) Conduct as stipulated in Rand Refinery's Code of Conduct, remains applicable for Associates working remotely. The following is highlighted:
  - i. Observing working hours, as stipulated in the employment contract. Where applicable, flexible arrangements can be agreed, as is acceptable to both Associate and employer.
  - ii. No drinking alcohol during working hours.



- iii. Adhering to rules related to Social Media and use of company equipment for private use, etc. Refer to IT Acceptance User Policy. Specific focus on cyber security, phishing or any other malicious attempts must be on high alert while working remotely.
- iv. Declaring any potential conflict of interest, user and information security breaches etc.
- c) Any overtime worked remains subject to prior approval from the Functional Executive Committee member and will be treated as time off in lieu of overtime worked. This applies only for Associates who qualify.
- d) Normal company dress code is applicable for on-line video meetings, especially where external parties are involved. The Associate remains a representative of Rand Refinery and is responsible for upholding the organisation's brand and reputation.

## 5.4. Health and Safety Regulations applicable to Remote Working

- a) Rand Refinery has a duty, as defined by the OHSA of 1993, to as far as is reasonably practicable, ensure that the conditions which associates will be working under remotely, are safe and without risks to the health of the associates. This implies a responsibility for the employer to establish whether any hazards or risks may arise in the Associate's remote working environment and determine how such risks or hazards may be removed or mitigated. If mitigation or removal of risks is not possible, this may necessitate that a remote working request is declined.
- b) It would not be practical to conduct home/remote inspections for all associates and therefore Rand Refinery will rely on the completeness and accuracy of information provided by Associates regarding their remote working environments.
- c) Associates under the OHSA are equally expected to take reasonable care of their own health and safety and that of other persons in the remote place of work. This includes a duty to cooperate with the employer by complying with any health and safety practices or procedures imposed by Rand Refinery in respect of remote work.
- d) Were the Associate in unable to comply with prescribed health and safety practices and procedures, they are obliged to inform Rand Refinery.
- e) Associates will be expected to have familiarised themselves with the Health and Safety Policy of Rand Refinery, as a pre-condition to application for remote working.
- f) The following workplace health and safety aspects will typically be considered for approval of a remote working arrangement:
  - i. Sufficient ventilation.
  - ii. Acceptable temperature control.
  - iii. Sufficient lighting, space, and ergonomic comfort.
  - iv. Any unique requirement specific to a job task.
- g) Rand Refinery will as far as reasonably practicable, provide Associates with any equipment or information necessary to promote health and safety practices.
- h) In the event of a workplace injury on duty, the Workman's Compensation will be covered under Section 22(4) of the Compensation for Occupational Injuries and Diseases Act 130 of 1993 (COIDA). However, the Associate will be required to provide evidence that such injury originated from a work-related duty and that undertaking such activities was a necessary job requirement.



## 5.5. Data Protection

- a) Under the provisions of the Protection of Personal Information (POPI) Act, Rand Refinery and its Associates are responsible to treat information of fellow associates, customers, stakeholders and other interested parties with the utmost care and confidentiality.
- b) Data and information protection as defined in the Employment Contract, must be adhered to under remote working conditions. It is the responsibility of the Associate to ensure that such data is secure and regularly backed up to prevent any divulging or loss of data.
- c) Associates are required to take precautions such as:
  - Keeping their passwords protected. IT policies will still apply and associates will have to change passwords as standard practise.
  - Lock your laptop when not in use, do not leave unattended when signed in.
  - Follow all data encryption, protection standards and settings.
  - Refrain from downloading suspicious, unauthorised, or illegal software. IT web security policies will still be applied and associates activity scanned for security protection and limited as per current policies
  - Following the daily, weekly, and monthly backup procedures as defined by Rand Refinery

## 5.6. Handling of Confidential Information in the Remote Workplace

- a) Confidential information includes, but is not restricted to unpublished financial information; data of consumers/partner/vendors; patents; formulas or new technologies; client lists (existing and prospective); data entrusted to Rand Refinery by external parties; and pricing/marketing and other disclosed strategies; documents and processes explicitly marked as confidential, as well as unpublished goals, and forecast initiatives marked as confidential. These should not be openly shared with family or extended family.
- b) All confidential information must be secured and kept private under lock and key, if stored in a remote workplace. Refer to Rand Refinery contract of employment.

## 5.7. Compensation for Costs incurred due to Remote Working

- a) Compensation for remote working is not intended as an associate benefit, but rather compensation for actual costs incurred and approved by management.
- b) Rand Refinery will not compensate associates for data costs. Any costs incurred including data costs, should be offset against the savings enjoyed by the Associate who is not incurring travel costs to and from his normal place of work.



## 5.8. Procedure for Remote Working

The detailed procedure for remote working is contained in Annexure 1 of this Policy. In short, the process includes:

- i. Application
- ii. Compliance
- iii. Approval
- iv. Contracting
- v. Compensation

### 5.8.1. Application

The Associate must apply for a remote working arrangement, which will be submitted for consideration to the relevant executive committee head. Kindly refer to Annexure 2 of this Policy for the application form and agreement.

### 5.8.2. Compliance

The Associate must comply with the following requirements:

- a) Necessary conditions for working remotely (refer to section 2.5 and 5 of the Policy document).
- b) Health and safety regulations for remote working (refer to section 7 of the Policy document).
- c) Data protection requirements (refer to section 8 of the Policy document).
- d) Handling of confidential data requirements (refer to section 9 of this Policy document).
- e) Self-isolation or quarantine requirements and/or where an Associate is classified as a high risk due to certain underlying medical conditions.

### 5.8.3. Approval

If compliance is guaranteed, as stipulated in point 2 above, approval will be given for an agreed fixed-term period, which will be subject to review upon expiry of a Remote Working Agreement.

### 5.8.4. Contracting

The Associate will be required to sign a Remote Working Agreement. Kindly refer to Annexure 2 of this Policy Document for the agreement.

### 5.8.5. Compensation

- a) Compensation will be made monthly as part of the normal pay run, for the normal role that is performed, albeit from a remote location. Additional payments that have been pre-agreed e.g., will be paid provided that prior approval is sought for additional costs incurred, and necessary proof is submitted.





- b) Post review of the monitoring tool if it is determined that associated has not completed the tasks as required management reserves the right to request the associated to apply for leave or adjust the pay accordingly.
- c) Associates not adhering to the rules or not completing the tasks as required may result in disciplinary action.

## 5.9. Non-Compliance

- a) Non-compliance or breach of this policy or any elements contained herein, shall be considered misconduct, and will be dealt with in accordance with the organisation’s Disciplinary Code and Procedure.
- b) Remote working does not indemnify an Associate from any other rules and regulations as contained in the organisation’s Disciplinary Code, Code of Conduct, or any other company policy, as agreed to in the Employment Contract.

## 6. CHANGE CONTROL

UPDATED	DATE UPDATED	KEY CHANGES MADE	VERSION N°
Felicity Ramiah	2020/03/22	Introduction of Policy of working from home due to response to COVID 19	-
Felicity Ramiah	2020/06/01	Review of Policy of working from home due to response to COVID 19 in line with 21st Century recommendations	-
Felicity Ramiah	2021/04/01	SharePoint template	1.0
Felicity Ramiah	2023/04/01	Review of policy to be applicable to all pandemics/or CCCD situations and not only COVID	2.0

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