

# Draft Environmental and Social Impact Assessment Report (ESIA) – Appendix 1

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Project No.: 51209-001  
October 2017

## INO: Eastern Indonesia Renewable Energy Project

Prepared by ESC for PT Energi Bayu Jenepono (EBK) (Republic of Indonesia)

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Appendix 1  
**REI ESHS-MS August 2017**

# PT ENERGI BAYU JENEPONTO ENVIRONMENTAL, SOCIAL, HEALTH AND SAFETY MANAGEMENT SYSTEM MANUAL

An Affiliate of



August 2017

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This manual outlines PT Energi Bayu Jenepono (“EBJ” or the “Company”) approach to providing guidance and setting expectations on addressing the environmental and social issues primarily as part of the compliance with the Indonesian Law and Regulation also the requirements of the IFC Performance Standards. This document shall be revised/updated intermittently for any changes or modifications that shall be implemented during construction and operational phases of the project.

**DOCUMENT SIGNOFF** [CONFIDENTIAL INFORMATION DELETED]

Nature of Signoff	Person	Signature	Date	Role
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Approved By				

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## List of ACLOnyms/Abbreviations

EBJ	-	Energi Bayu Jeneponto
CEMP	-	Construction Environmental Management Plan
MoE	-	Minister of Environment
EP	-	Environmental Permit
EHS	-	Environmental, Health and Safety
EIA	-	Environmental Impact Assessment
EMP	-	Environmental Management Plan
EPC	-	Engineering, Procurement and Construction
ESMP	-	Environmental and Social Management Plan
GWh	-	GigaWatt-hour
HSE	-	Health, Safety, and Environment
ESHSMS	-	Environmental, Social, Health and Safety Management System
IFC	-	International Finance Corporation
ILO	-	International Labor Organization
MSDS	-	Material Safety Data Sheet
MW	-	MegaWatt
O&M	-	Operation & Maintenance
OE	-	Owner's Engineer
EO	-	Environmental Officer
SMK3	-	Indonesia Occupational Safety & Health Management System
PS	-	Performance Standard
SDS	-	Safety Data Sheet
SEP	-	Stakeholder Engagement Plan

## 1 Introduction

### 1.1 Project Overview

The Tolo 76 MW Wind Farm Project (the ‘Project’) is being developed by Equis Energy through its Special Purpose Vehicle (SPV) company PT. Energi Bayu Jeneponto (EBJ). The Project is located in the Jeneponto Regency, South Sulawesi Province. EBJ will develop, construct and operate the full 76 MW project on behalf of Equis. The Tolo Wind Turbine project plan is classified as a large scale project, and as such is required to have an Amdal (Indonesian EIA). Furthermore, Equis Energy is also required to comply with the International Finance Corporation (IFC) Performance Standards (PS). Thus, this Environmental and Social Management System (ESHS-MS) for the project has been developed to deal with the management of environmental and social impacts.

### 1.2 Scope

PT EBJ has developed this Environmental and Social Management System (ESHS-MS) Manual to identify the environmental and social management and mitigation actions required to implement the project in accordance with the requirements of the International Finance Corporation’s (IFC) Performance Standards and applicable Indonesian national and local laws, standards, and regulations. It provides an overview of the environmental and social baseline conditions of the project area, summarizes the potential impacts associated with the windfarm and sets out the management measures required to mitigate any potential impacts in the Environmental Management Plan. The EMP shall also be utilized by the EPC contractors commissioned by EBJ for the project and shall form the basis of site-specific management plans that shall be prepared by the contractors as part of their construction methodology before works commencing.

The potential impacts and associated mitigation measures and management procedures presented in this ESHS-MS Manual are based on the baseline information and assessments gathered from The Feasibility study, EIA (AMDAL) Report conducted by Unhas, Greencap’s ESHIA report, and latest project information as per contract with the Engineering, Procurement and Construction (EPC) Contractor.

The Management Plans presented in this ESHS-MS Manual (See Annexes 1-3) detail the environmental and social management procedures, processes and mitigation and monitoring measures required to complete actions as identified in the AMDAL (local EIA) document, and Greencap’s ESHIA report. In addition to the EMP, the other plans and manuals are also attached as Annexes, for example, the Stakeholder Engagement Plan (SEP). The SEP outlines the measures to be used for community engagement, dissemination of project information and grievance management and shall be utilized as a key element in all the proposed management, monitoring and mitigations measures outlined in this document. This ESHS-MS Manual and associated attachments are live documents and shall be updated as required during the project implementation.

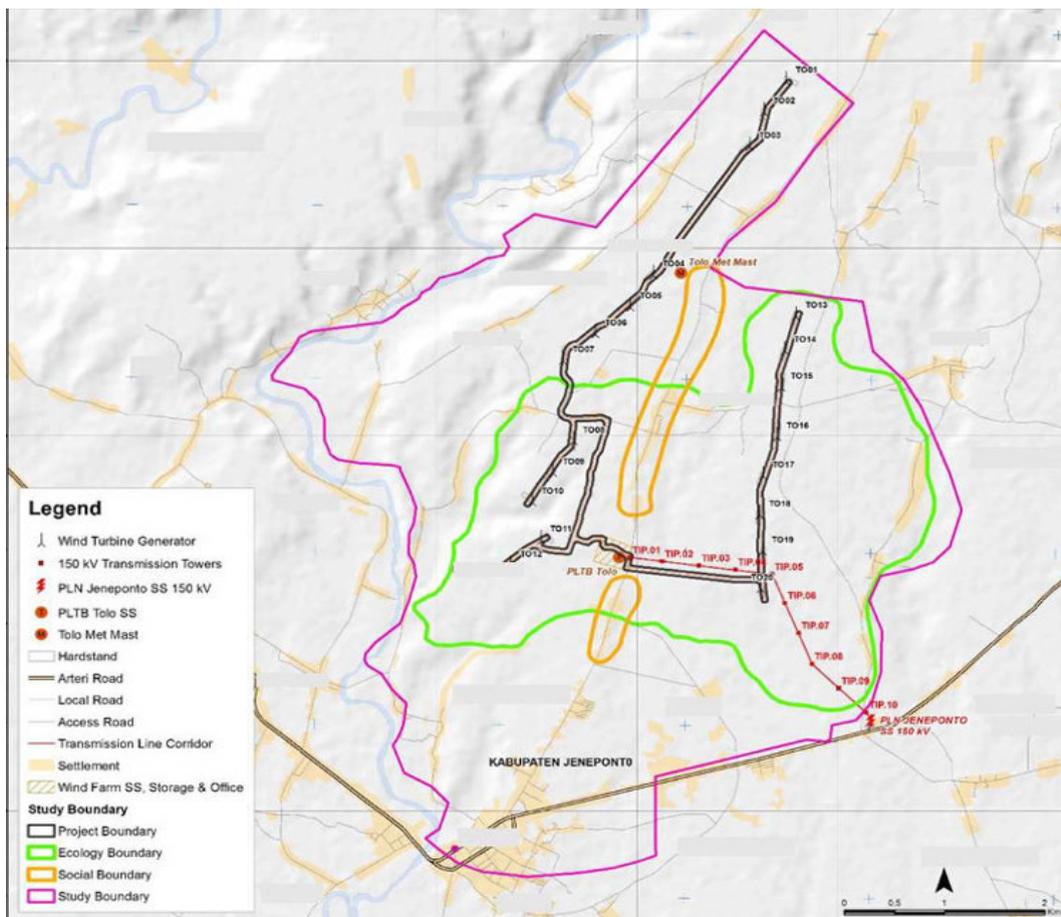


Figure 1 - Tolo Wind Farm Location Map

### 1.3 Objectives

One of EBJ’s objective is to avoid, where practical, unacceptable adverse environmental, social and/or economic impacts. In the circumstance that an impact cannot be avoided, EBJ and its EPC Contractor (who shall be responsible for the management of the construction phase of the project) are committed to the implementation of appropriate mitigation measures. For clarity in the management structure, EPC shall consult with EBJ on matters relating to environmental and health and safety performance. However, EPC shall have overall responsibility for planning, implementation, monitoring and enforcement of activities associated with this ESHS-MS Manual and environmental and health and safety performance during the construction phase.

The primary objective of this ESHS-MS Manual is to describe the measures required to implement construction, operation and post-operation related management and mitigation commitments made in the project’s EIA (AMDAL) Report and issued Environmental Permit as well as IFC PS.

All contractors and subcontractors shall be required to comply and apply the ESHS-MS Manual requirements as applicable to the tasks they are employed to undertake.

The measures and procedures outlined in this ESHS-MS Manual are commitments made by EBJ. EBJ, therefore remain responsible for their implementation. It is recognised that practical implementation of many of the measures may rest with contractors and subcontractors and consequently, EBJ shall require

the implementation of a robust review/audit program, as described in this ESHS-MS Manual, to measure and ensure that it is executed on their behalf.

### 1.4 ESHS-MS Structure

The ESHS-MS Manual comprises this document and a series of specific supporting plans and manuals which are provided as annexes to this document (see *Figure 2* below).

The ESHS-MS Manual outlines the environmental and social management processes and procedures applicable to the project and includes the topics which are common to all environmental and social disciplines.

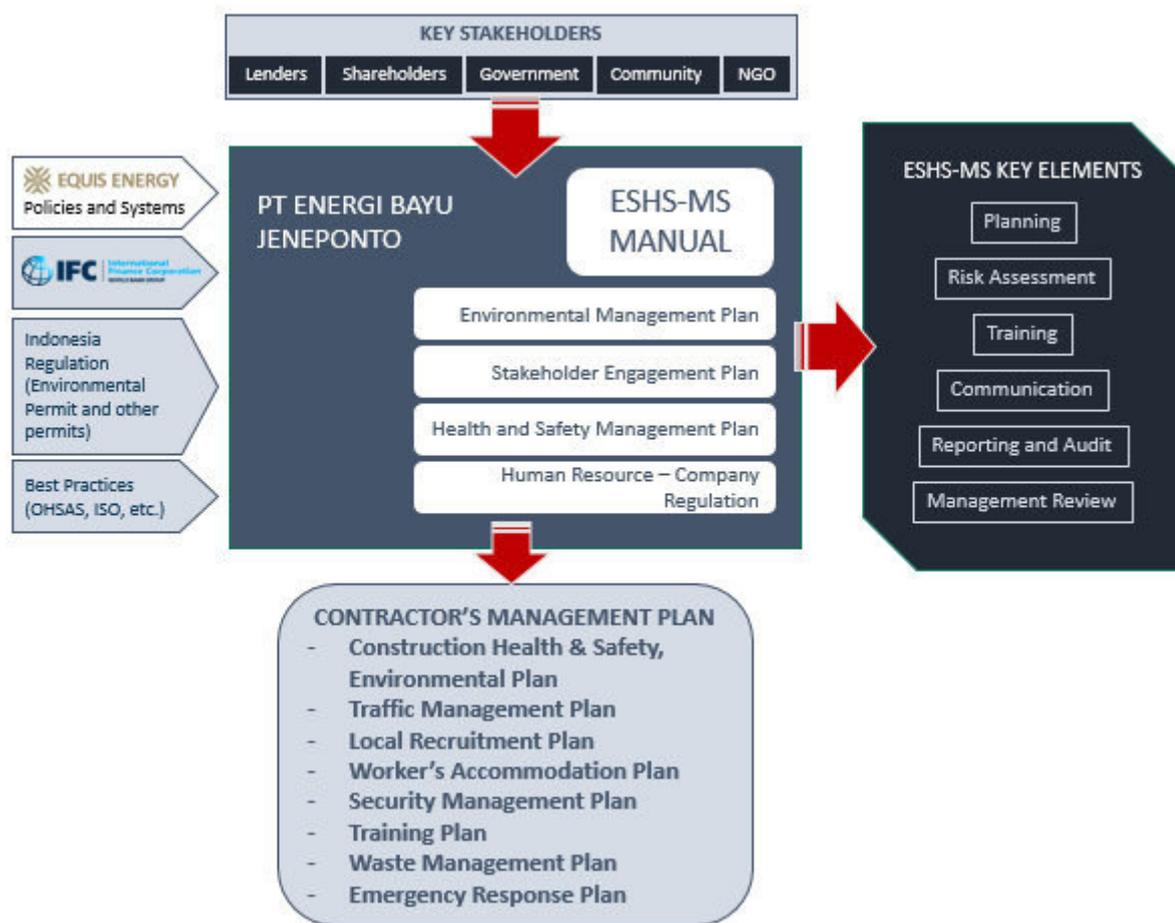


Figure 2 - EBJ Environmental and Social Management System

This ESHS-MS Manual is structured as follows:

- Chapter 1 – Introduction
- Chapter 2 – EBJ Environmental and Social Policy Statement
- Chapter 3 – International Finance Corporation Performance Standards
- Chapter 4 – Legal Compliance
- Chapter 5 – Assumptions and Limitations
- Chapter 6 - Environmental and Social Management
- Chapter 7 – Environmental and Social Baseline Overview
- Chapter 8 – Project Description
- Chapter 9 – Organizational Commitment
- Chapter 11 – Training
- Chapter 12 – Measures for Legal Compliance
- Chapter 13 – Workforce
- Chapter 14 – Occupational Health and Safety
- Chapter 15 – Stakeholders
- Chapter 16 – Community Health and Safety
- Chapter 17 – Emergency Response
- Chapter 18 – Supply Chain
- Chapter 19 – Climate
- Chapter 20 – Implementation Plan

- Annex 1 – Environmental, Social Management Plan
- Annex 2 – Stakeholder Engagement Plan
- Annex 3 – Health and Safety Plan
- Annex 4 – Emergency Preparedness and Response
- Annex 5 – EBJ Company Regulation - Human Resource Policy

## 1.5 Intended Users and Audience

The aim of this document is to communicate to the Project Team (EBJ, including contractor (EPC) and sub-contractors), the potential environmental and social issues, management requirements, mitigation measures and commitments associated with the project construction, operation, and post-operation. The Project Team shall utilize the ESHS-MS Manual and associated Action Plans during Project execution to manage the Project’s environmental and social aspects.

## 1.6 Document Control

The ESHS-MS Manual is a controlled document. Controlled documents are managed by EBJ in accordance with EBJ document management procedures. This document shall be reviewed and updated to reflect changes to the Project. Changes requiring modifications shall be incorporated in accordance with the process defined in EBJ document control plan and procedures.

## 1.7 Management of Change

EBJ, EPC contractor, and subcontractors shall be required to apply appropriate project change management procedures for all changes/deviations to the agreed Project scope and objectives. The overall Project scope and objectives are governed by cost and schedule baselines, and design and

philosophy documents, including this ESHS-MS Manual. Any recommendations or changes that impact any of these documents or approved design documents are considered a change.

Project change Management is the responsibility of the EBJ and is managed within the requirements of EBJ project change management processes. All changes within the project will be assigned a classification by EBJ which dictate the approval path and the accountabilities for managing/coordinating the change. The classification process requires a risk assessment.

EBJ shall prepare a Project Change Management Procedure that shall define how project changes shall be managed.

## 2 Environmental, Social, Health and Safety Policy Statement

### Our Commitment

We are committed to the effective implementation of our ESHS policy and to continual improvement in our environmental, social, health and safety performance.

### Environment

We care for the environment. We are committed to the efficient use of resources, preventing pollution and reducing the environmental impact of our operations.

### Health and Safety

We aspire to achieve “Zero Harm” to our valued employees and contractors as well as the surrounding community. It is our fundamental belief that all injuries can be prevented in the workplace.

### Community

We strive to be valued corporate citizens in the communities in which we operate. We respect the values and cultural heritage of the local people.

### Our Action

In order to meet our ESHS commitments, we will;

- Ensure that all activities are undertaken in compliance with the applicable regulation of Indonesia as well as international guidelines, in particular to the IFC performance standard.
- Set and review environmental objectives and targets for identified significant environmental aspects.
- Ensure that management and employees understand the policy commitments made by the Company in this area.

The final signed document of PT EBJ ESHS Policy is attached in Annex 1, and is available at sharing point folder on Equis Energy server for staff, and be provided on printed/electronic version to contractor/supplier.

### 3 Applicable International Finance Corporation Performance Standards

The IFC Performance Standards are an international benchmark for identifying and managing environmental and social risks. These standards offer a framework for understanding and managing environmental and social risks for high profile, complex, international or potentially high impact project. The financial institution is required to verify as part of its environmental and social due diligence process that the commercial client/investee complies with the IFC Performance Standards. To do so, the financial institution needs to be knowledgeable of the environmental and social laws of the country in which it operates and compare the regulatory requirements against those of the IFC Performance Standards to identify gaps. A good understanding of both sets of requirements as well as potential gaps ensures that the financial institution shall effectively identify and assess the key environmental and social risks and impacts that might be associated with a financial transaction.

If non-compliances with the IFC Performance Standards are identified and depending on the severity of the issue, the financial institution can require the commercial client/investee to develop a corrective action plan for addressing the issue within a reasonable timeframe and stipulate this as a condition of the financial transaction with the commercial client/investee.

The IFC Performance Standards help IFC, and its clients manage and improve their environmental and social performance through an outcomes-based approach and also provide a solid base from which clients may increase the sustainability of their business operations. The desired outcomes are described in the objectives of each Performance Standard, followed by specific requirements to help clients achieve these outcomes through means that are appropriate to the nature and scale of the project and commensurate with the level of environmental and social risks (likelihood of harm) and impacts.

The IFC Performance Standards (PS) comprised eight topics:

- Performance Standard 1: Assessment and Management of Environmental and Social Risks and Impacts
- Performance Standard 2: Labor and Working Conditions
- Performance Standard 3: Resource Efficiency and Pollution Prevention
- Performance Standard 4: Community Health, Safety, and Security
- Performance Standard 5: Land Acquisition and Involuntary Resettlement
- Performance Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources
- Performance Standard 7: Indigenous Peoples
- Performance Standard 8: Cultural Heritage

#### 3.1 Performance Standard 1: Assessment and Management of Environmental and Social Risks and Impacts

Commercial clients/investees are required to manage the environmental and social performance of their business activity, which should also involve communication between the client/investee, its workers and the local communities directly affected by the business activity. This requires the development of a good management system, appropriate to the size and nature of the business activity, to promote sound and sustainable environmental and social performance as well as lead to improved financial outcomes.

### **3.2 Performance Standard 2: Labor and Working Conditions**

For any business, its workforce is an asset and a sound worker-management relationship is a key component of the overall success of the enterprise. By protecting the basic rights of workers, treating workers fairly and providing them with safe and healthy working conditions, commercial clients/investees can enhance the efficiency and productivity of their operations and strengthen worker commitment and retention.

### **3.3 Performance Standard 3: Resource Efficiency and Pollution Prevention**

Business activity often generates increased levels of pollution to air, water, and land that may threaten people and the environment at the local, regional and global level. Commercial clients/investees are required to integrate pollution prevention and control technologies and practices (as technically and financially feasible as well as cost-effective) into their business activities.

### **3.4 Performance Standard 4: Community Health, Safety, and Security**

Business activities can increase the potential for community exposure to risks and impacts arising from equipment accidents, structural failures, and releases of hazardous materials as well as impacts on a community's natural resources, exposure to diseases and the use of security personnel. Commercial clients/investees are responsible for avoiding or minimizing the risks and impacts to community health, safety and security that may arise from their business activities.

### **3.5 Performance Standard 5: Land Acquisition and Involuntary Resettlement**

Land acquisition due to the business activities of a commercial client/investees may result in the physical displacement (relocation or loss of shelter) and economic displacement (loss of access to resources necessary for income generation or as means of livelihood) of individuals or communities. Involuntary resettlement occurs when affected individuals or communities do not have the right to refuse land acquisition and are displaced, which may result in long-term hardship and impoverishment as well as environmental damage and social stress. Commercial clients/investees are required to avoid physical or economic displacement or minimize impacts on displaced individuals or communities through appropriate measures such as fair compensation and improving livelihoods and living conditions.

### **3.6 Performance Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources**

Protecting and conserving biodiversity (including genetic, species and ecosystem diversity) and its ability to change and evolve, is fundamental to sustainable development. Commercial clients/investees are required to avoid or mitigate threats to biodiversity arising from their business activities and to promote the use of renewable natural resources in their operations.

### 3.7 Performance Standard 7: Indigenous Peoples

Indigenous Peoples are recognized as social groups with identities that are distinct from other groups in national societies and are often among the marginalized and vulnerable. Their economic, social and legal status may limit their capacity to defend their interests and rights to lands and natural and cultural resources. Commercial clients/investees are required to ensure that their business activities respect the identity, culture and natural resource-based livelihoods of Indigenous Peoples and reduce exposure to impoverishment and disease.

### 3.8 Performance Standard 8: Cultural Heritage

Cultural Heritage: Cultural heritage encompasses properties and sites of archaeological, historical, cultural, artistic and religious significance as well as unique environmental features and cultural knowledge, innovations, and practices of communities embodying traditional lifestyles, which are protected for current and future generations. Commercial clients/investees are required to avoid significant damage to cultural heritage due to their business activities.

## 4 Legal Compliance

EBJ and all contractors and subcontractors shall confirm and ensure compliance with all relevant national and local environmental and social legal requirements.

### 4.1 Environmental and Social Laws and Regulation

The Indonesia legal framework relating to environmental regulations originated from the regulations formulated in the late 1980s. The passage of Act number 4 of 1982 formed the key requirements of Environmental Protection which created the National Pollution Control Commission and was tasked to oversee and implement regulations to protect the environment. This regulation and the other regulations which followed enhances the awareness of the public and the private sector on the need to prevent pollution, protect the resources and in the end minimize and prevent pollution. In 2009, to accommodate gaps concerned the law enforcement in environmental protection, the 1982 act was superseded by Act number 32 of 2009 regarding Environmental Protection.

Furthermore, The underlying law that regulated the Environmental permit is Government Regulation (GR) No. 27/2012 regarding Environmental Permit, which should be applied before construction phase. This regulation indicates that the business and/or activities which could potentially cause significant impacts on the environment must conduct Environmental Impact Assessment (*Analisis Dampak Lingkungan* or AMDAL) as stipulated by the Ministry of Environment (MoE) following the suggestion and consideration of other associated ministers and/or non-departmental government institutions such as Ministry of Energy and Natural Resources, Ministry of Public Work and Ministry of Forestry. AMDAL consist of the following key documents (according to Minister of Environmental Decree Number 27 of 2012);

- Term of Reference (*KA - Kerangka Acuan*)
- Environmental Impact Statement (*ANDAL - Analisis Dampak Lingkungan*)
- Environmental Management Plan – Environmental Monitoring Plan (*RKL-RPL Rencana Pengelolaan Lingkungan – Rencana Pemantauan Lingkungan*)

The AMDAL and Environmental Permit is a legal document for the project to implement its environmental management and monitoring commitment as established in (RKL-RPL) document, and are a basis to obtain other permits required to build the project.

Furthermore, the Act number 13 of 2003 regarding Labor is the governing law between employers and employees in the private sector. It seeks to afford protection to labor, promote employment and human resources development and ensure industrial peace based on social justice. This law also set fort the requirements related to working hours, health and safety requirements, employment dispute and freedom to join and form the labor union.

The Minister of Labor is the primary government agency mandated to promote gainful employment opportunities, develop human resources, protect workers and promote their welfare, and maintain industrial peace. This ministerial agency consists of several directorate generals that perform primarily policy and program development and advisory functions for the minister in the administration and enforcement of laws relating to working conditions. The labor supervision and Health and safety directorate general envisions well-guided employers and workers committed to a safe, healthful and productive work environment. In Indonesia, there is a dedicated court that is specifically handling the Industrial dispute which called PHI (Pengadilan Hubungan Industrial).

## 4.2 Environmental Document and Environmental Permit

The Environmental Permit is a legal approval and commitments of EBJ that embodied in the Impacts Assessment and Mitigation that were included in the RKL-RPL section of the AMDAL Report. The summary of these mitigation measures are presented in the next section of this document. The Environmental Permit issuance enforced the EBJ legal responsibility to address the identified issues and provide the necessary mechanisms that shall deal with every concern recognized in the impact assessment process.

## 5 Environmental and Social Management

This ESHS-MS Manual is developed to complete and address the issues identified in the AMDAL and ESHIA, and provide measures and actions to mitigate/manage potential adverse impacts, or to enhance positive or beneficial impacts based on the following mitigation hierarchy:

- Avoidance;
- Minimization; and
- Compensation/ Offset

EBJ shall allocate financial resources and designate responsible personnel within the organization to implement the management program. A procedure to adjust the ESHS-MS Manual and, to adapt actions and mitigations based on the environmental and social monitoring data shall be developed.

### 5.1 Environmental and Social Management Framework

The environmental management framework allows for the identification of environmental and social impacts, the development of mitigation and/or management actions and the establishment of a structure to ensure the effective implementation and adoption of mitigation and management measures.

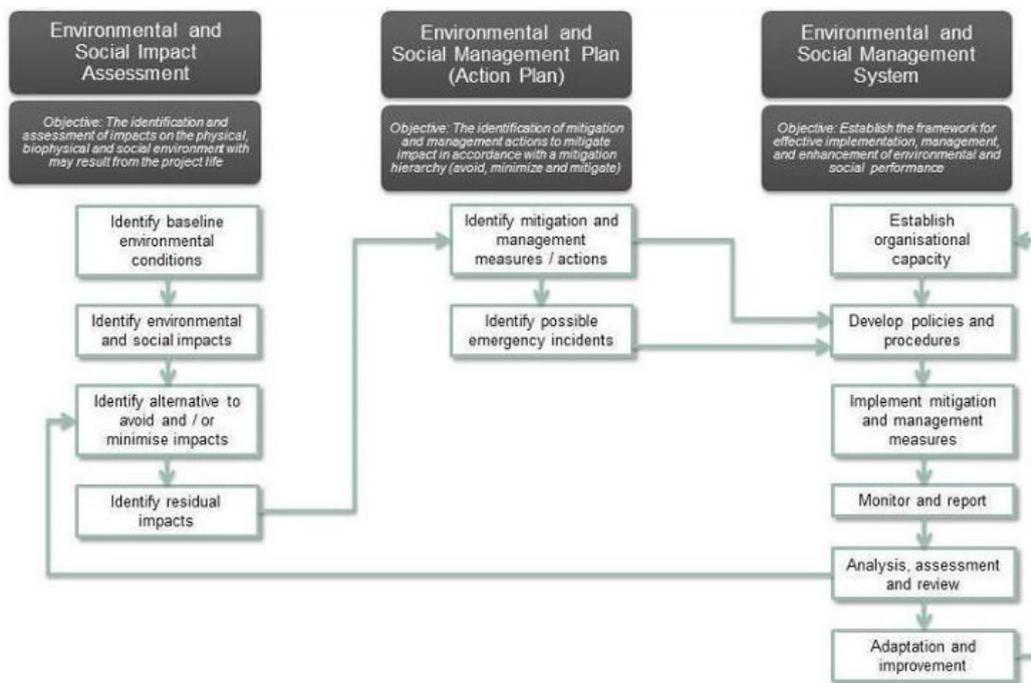


Figure 3 - Environmental and Social Impact Assessment and Management

### 5.2 Environmental and Social Impact Assessment and Management

As previously mentioned, the impacts associated with the project have been identified as part of the AMDAL Report prepared by Puslitbang-LH Hasanuddin University, Makassar, dated December 2017 and the ESHIA document prepared for the project by Greencap NAA (November 2017).

The measures and actions included in this ESHS-MS Manual are based on the risks and impacts identified as part of the assessments above. The effectiveness of the mitigation of impacts shall be monitored and the monitoring results documented, and the necessary additional corrective and preventive actions identified and implemented.

This section outlines the mechanism by which all project environmental and social mitigation measures, commitments and conditions defined in the AMDAL report and Environmental Permit conditions shall be implemented and managed during construction and operation phases of the Project.

Appropriate measures to prevent, eliminate, reduce or control adverse environmental and social effects resulting from the Project’s activities shall be implemented. Such measures may include both preventative and corrective actions to reduce the impact significance of an environmental and social effect.

The summary of the impact assessments from the EIA Report with revisions/updates based on current project information is presented in *Table 1* below.

Table 1 - Impact Management Plan

Project Phase/ Activities/ Potential Impact	Performance Indicator/ Requirements	Option for Prevention or Mitigation or Enhancement	Location	Frequency of monitoring
<b>PRE-CONSTRUCTION PHASE</b>				
Survey and Permitting				
Community negative perception and community unrest	Number of community grievance	<ul style="list-style-type: none"> <li>- Provide clear project information/plan to community and other Project stakeholders through project socialization</li> <li>- Close coordination with related Government Agencies and other stakeholders</li> </ul>	<ul style="list-style-type: none"> <li>- Binamu Sub-district: Empoang and Empoang Utara Village</li> <li>- Turatea Sub-district: Kayuloe Timur, Kayuloe Barat, Pa’rasangan Beru and Bontomatene Village</li> <li>- Batang Sub-district: Maccini Baji Village</li> <li>- Arungkeke Sub-district: Kalumpang Loe village</li> </ul>	One time before the activities conducted
Land Acquisition				
Community negative perception and community unrest.	Number of community grievance	<ul style="list-style-type: none"> <li>- Provide clear explanation on the land acquisition process, Compensation and eligibility to avoid wrong perception and community unrest</li> <li>- Close coordination with BPN (Land Agency), head of villages, sub-district head and other local governmental agency</li> </ul>	<ul style="list-style-type: none"> <li>- Binamu Sub-district: Empoang and Empoang Utara Village</li> <li>- Turatea Sub-district: Kayuloe Timur, Kayuloe Barat, Pa’rasangan Beru and Bontomatene Village</li> <li>- Batang Sub-district: Maccini Baji Village</li> <li>- Arungkeke Sub-district: Kalumpang Loe village</li> </ul>	Frequent socialization as necessary
<b>CONSTRUCTION PHASE</b>				
Job opportunity and business opportunity	Number of local employment by the project and business created	<ul style="list-style-type: none"> <li>- Prioritize qualified local residents to be recruited by the project.</li> <li>- Provide the insurance and social security as per local regulation (at the minimum all worker shall be covered by BPJS insurance)</li> <li>- Give the local community opportunity to do an informal business (<i>warung</i> around the project location (within safe perimeter and not disturb the project activities)</li> </ul>	<ul style="list-style-type: none"> <li>- Worker database at the project location</li> </ul>	Everytime of job opening conducted

Project Phase/ Activities/ Potential Impact	Performance Indicator/ Requirements	Option for Prevention or Mitigation or Enhancement	Location	Frequency of monitoring						
		- Close coordination with local village head								
Degradation of local air quality due to emissions and dust generation	Compliance with the Air Quality Standard as stipulated in the South Sulawesi Governor Regulation number 69 of 2010.	<ul style="list-style-type: none"> <li>- Provide proper enclosure for all trucks transporting material at the project location</li> <li>- Provision of good maintenance of the vehicle at the project site</li> <li>- Provision of speed limit within the project area to prevent dust spread</li> <li>- Provision of water tank to spray the road during dry season</li> </ul>	- Air quality sampling point; <table border="1" style="margin-left: 20px;"> <tr> <td>Point 1</td> <td>Kayuloe Timur village</td> </tr> <tr> <td>Point 2</td> <td>Mangongi village</td> </tr> <tr> <td>Point 3</td> <td>Empoang Utara village</td> </tr> </table>	Point 1	Kayuloe Timur village	Point 2	Mangongi village	Point 3	Empoang Utara village	Six-Monthly
Point 1	Kayuloe Timur village									
Point 2	Mangongi village									
Point 3	Empoang Utara village									
Noise and Vibration	Compliance with the noise and vibration standard as stipulated in the South Sulawesi Governor Regulation number 69 of 2010.	<ul style="list-style-type: none"> <li>- Provision of speed limit within the project location</li> <li>- Provision of vehicle and heavy equipment maintenance program</li> </ul>	- Noise sampling point <table border="1" style="margin-left: 20px;"> <tr> <td>Point 1</td> <td>Ujung Boni village</td> </tr> <tr> <td>Point 2</td> <td>Mangongi village</td> </tr> <tr> <td>Point 3</td> <td>Empoang Utara village</td> </tr> </table>	Point 1	Ujung Boni village	Point 2	Mangongi village	Point 3	Empoang Utara village	Six-Monthly
Point 1	Ujung Boni village									
Point 2	Mangongi village									
Point 3	Empoang Utara village									
Road damage	Number of existing road damaged as a result of project vehicle mobilization	<ul style="list-style-type: none"> <li>- Upgrade (if necessary) the existing road for use by the project</li> <li>- Coordination with local village head or other related authorities before using the existing road</li> </ul>	Existing road use by the projects	Six-Monthly						
Road accident	Road accident rate at the project location	<ul style="list-style-type: none"> <li>- Provision of traffic and management control</li> <li>- Provision of traffic warder</li> <li>- Provision of traffic sign and warning</li> </ul>	Within the project location and at each intersection with the existing road/village road	Six-Monthly						
Water runoff and Erosion	Water run-off and erosion is minimum	<ul style="list-style-type: none"> <li>- Implement silt control measures such as silt fences and silt traps.</li> <li>- Stockpiles of excavated materials should be stored appropriately in designated areas and at a minimum distance of 10m from any nearby watercourses or drains.</li> </ul>	Within Project Location, in particular to the area of soil stockpile/borrow pit.	Six-Monthly						

Project Phase/ Activities/ Potential Impact	Performance Indicator/ Requirements	Option for Prevention or Mitigation or Enhancement	Location	Frequency of monitoring								
		<ul style="list-style-type: none"> <li>- The control of the generation of silt laden surface water runoff will be by means of the use of mitigation measures such as bunds, settlement ponds, silt fences, silt traps or by covering the stockpiles with plastic sheeting. Long term stockpiles will be sealed at a suitable gradient and grass planted.</li> </ul>										
Decreasing of Water Quality (Paddy irrigation)	Compliance to the water quality standard as stipulated in the South Sulawesi Governor Regulation number 69 of 2010.	<ul style="list-style-type: none"> <li>- Implement silt control measures such as silt fences and silt traps.</li> <li>- Stockpiles of excavated materials should be stored appropriately in designated areas and at a minimum distance of 10m from any nearby watercourses or drains.</li> <li>- The control of the generation of silt laden surface water runoff will be by means of the use of mitigation measures such as bunds, settlement ponds, silt fences, silt traps or by covering the stockpiles with plastic sheeting. Long term stockpiles will be sealed at a suitable gradient and grass planted.</li> <li>- Provision of water sampling quarterly</li> </ul>	Water Quality sampling: <table border="1" data-bbox="1417 563 1868 802"> <tr> <td>Point 1</td> <td>Sunggumanai village</td> </tr> <tr> <td>Point 2</td> <td>Bontomatene village</td> </tr> <tr> <td>Point 3</td> <td>Empoang Utara village</td> </tr> <tr> <td>Point 4</td> <td>Empoang Selatan village</td> </tr> </table>	Point 1	Sunggumanai village	Point 2	Bontomatene village	Point 3	Empoang Utara village	Point 4	Empoang Selatan village	Six-Monthly
Point 1	Sunggumanai village											
Point 2	Bontomatene village											
Point 3	Empoang Utara village											
Point 4	Empoang Selatan village											
Flora and terrestrial Fauna	Minimum disturbance to the Flora and Terrestrial Fauna	<ul style="list-style-type: none"> <li>- Conduct land clearing and land leveling gradually</li> <li>- Avoid land opening close to the watershed area (irrigation).</li> </ul>	Flora and Fauna Sampling <table border="1" data-bbox="1417 1042 1868 1281"> <tr> <td>Point 1</td> <td>Empoang Utara village</td> </tr> <tr> <td>Point 2</td> <td>Kayuloe Timur village</td> </tr> <tr> <td>Point 3</td> <td>Kayuloe Timur village</td> </tr> <tr> <td>Point 4</td> <td>Bontomatene village</td> </tr> </table>	Point 1	Empoang Utara village	Point 2	Kayuloe Timur village	Point 3	Kayuloe Timur village	Point 4	Bontomatene village	Six-Monthly
Point 1	Empoang Utara village											
Point 2	Kayuloe Timur village											
Point 3	Kayuloe Timur village											
Point 4	Bontomatene village											
Solid and liquid waste	Compliance to the Government Regulation number 101 of 2014	<ul style="list-style-type: none"> <li>- Provision of proper temporary storage waste</li> <li>- Waste segregation</li> </ul>	At the designated temporary waste storage area	Quarterly								

Project Phase/ Activities/ Potential Impact	Performance Indicator/ Requirements	Option for Prevention or Mitigation or Enhancement	Location	Frequency of monitoring						
		- Waste disposal to the appointed/accredited waste disposer company								
<b>OPERATION PHASE</b>										
Noise	Compliance to the noise quality standard as stipulated in the South Sulawesi Governor Regulation number 69 of 2010.	<ul style="list-style-type: none"> <li>- Take frequent noise sampling to confirm the current noise condition</li> <li>- Provide explanation to community regarding the noise disturbance effect using various media such as (brochure, booklets, etc)</li> <li>- Implement the Grievance Mechanism</li> </ul>	- Noise sampling point <table border="1" style="margin-left: 20px;"> <tr> <td>Point 1</td> <td>Ujung Boni village</td> </tr> <tr> <td>Point 2</td> <td>Mangongi village</td> </tr> <tr> <td>Point 3</td> <td>Empoang Utara village</td> </tr> </table>	Point 1	Ujung Boni village	Point 2	Mangongi village	Point 3	Empoang Utara village	Six-monthly
Point 1	Ujung Boni village									
Point 2	Mangongi village									
Point 3	Empoang Utara village									
Shadow Flicker	Number of household affected by shadow impact.	<ul style="list-style-type: none"> <li>- Conduct visual observation to the area that potentially affected by the shadow flicker. Video recording can be utilize to identify the area of impact, time of impact and number of household.</li> <li>- Certain turbines switched off at certain times (i.e. when shadow flicker occurs over the recommended 30 hours per year or 30 minutes per day);</li> </ul>	At potential affected area as per Shadow Flicker modelling	Six-monthly						
Bird and Bats Mortality	Number of Bird and bats mortality	<ul style="list-style-type: none"> <li>- Conduct carcass bat searches at a representative sample of turbines to determine the level of bat mortality around wind turbines. Carcass searches should be made early in the morning to minimize the effect of scavengers (which remove carcasses). Carcasses should be sent to a bat specialist for identification purposes. It is suggested this program be conducted for an experimental period of 2 years, and thereafter decision be taken if it is worthwhile to continue.</li> </ul>	At bird and bats vantage point	Reporting six-monthly						

Project Phase/ Activities/ Potential Impact	Performance Indicator/ Requirements	Option for Prevention or Mitigation or Enhancement	Location	Frequency of monitoring
		<ul style="list-style-type: none"> <li>- Prepare and conduct a monitoring program to identify which bat species occur on the site, for an experimental period of 2 years. Thereafter, decide if it is worthwhile to continue the program.</li> </ul>		
Impact on community income	Number of community that involved in the informal business (i.e. souvenir booth and other tourism business opportunity)	<ul style="list-style-type: none"> <li>- Provision of training for business or entrepreneurship</li> <li>- Conduct interview on socioeconomic condition to the affected community.</li> </ul>	<ul style="list-style-type: none"> <li>- Binamu Sub-district: Empoang and Empoang Utara Village</li> <li>- Turatea Sub-district : Kayuloe Timur, Kayuloe Barat, Pa’rasangan Beru and Bontomatene Village</li> <li>- Batang Sub-district: Maccini Baji Village</li> <li>- Arungkeke Sub-district: Kalumpang Loe village</li> </ul>	Six monthly
Volume of Domestic wastewater from the worker basecamp	Compliance to: <ul style="list-style-type: none"> <li>- The Minister of Environment (MoE) decree number No.112 of 2003 regarding domestik wastewataer threshold limit.</li> <li>- The Minister of Environment (MoE) decree number No.111 of 2003 regarding Guideline and requirements of the domestic wastewater discharged to the waterbody.</li> </ul>	<ul style="list-style-type: none"> <li>- Follow the guideline stipulated in the regulation</li> <li>- Provision on the septic tank and do not discharge the domestic water to the water body</li> </ul>		

## 6 Environmental and Social Baseline Overview

This section provides an overview of the baseline environmental and social conditions as provided in the AMDAL report. The detailed information should be referred to the each section described in the AMDAL document.

### 6.1 Physical and Chemical

#### 6.1.1 Rain fall

Based on the data gathered from windprospecting.com, the site location has two seasonal period just like another places around Indonesia region i.e. rain season and dry season. Rainfall data at study location shows that the rainy season (CH > 50 mm) is occurred in December to February and a dry season (CH < 50 mm) is occurred from March to November. The occurrence of a long dry season shows that the site location can be classified as a dry area. The average rainfall ranges between 3.1 mm to 130.6 mm, where the highest rainfall occurs in January and the lowest in September. Based on the average yearly rainfall, the site location is classified as dry area with rainfall < 600 mm / year (468.2 mm / year).

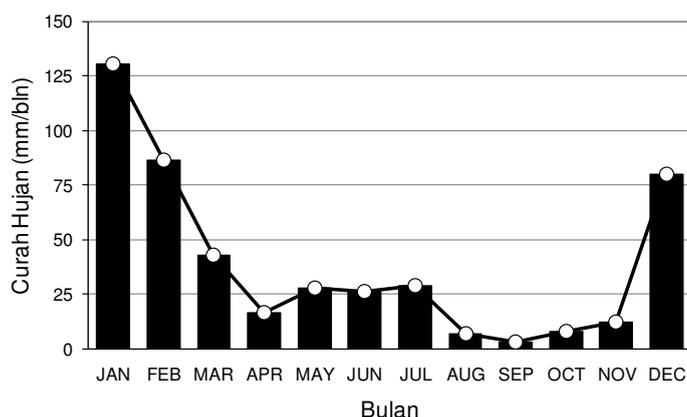


Figure 4 – Average Rainfall Chart at the Project Location  
(source:<http://indonesia.windprospecting.com>)

#### 6.1.2 Temperature

The monthly average temperature for period of 10 years (2004-2014) at the study area recorded between 23.8 ° C to 26.5 ° C. The highest average temperature has been recorded in December i.e. 26.5 ° C, while the lowest was recorded in August of 23.8 ° C. The monthly average temperature is likely to increase from September to November, as presented in *Figure-5* below.

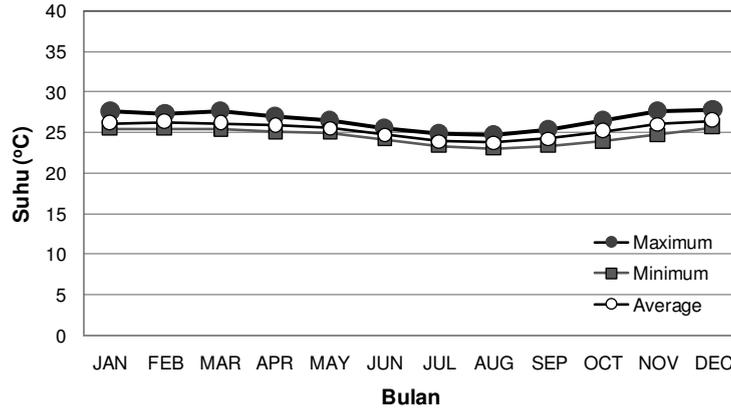


Figure 5 – Average Monthly Temperature at the Project Locaton for 10 years Period (2004 – 2014).  
 (source: <http://indonesia.windprospecting.com>)

### 6.1.3 Surface wind

The surface wind hourly data for 10 years (2004-2014) were used in this study, a wind data can be accessed online through the web <http://indonesia.windprospecting.com>. For purposes of analysis, the data is made into a monthly average data for 10 years (2004-2014). Monthly average data are then presented in the form of wind rose in Figure-6 Below.

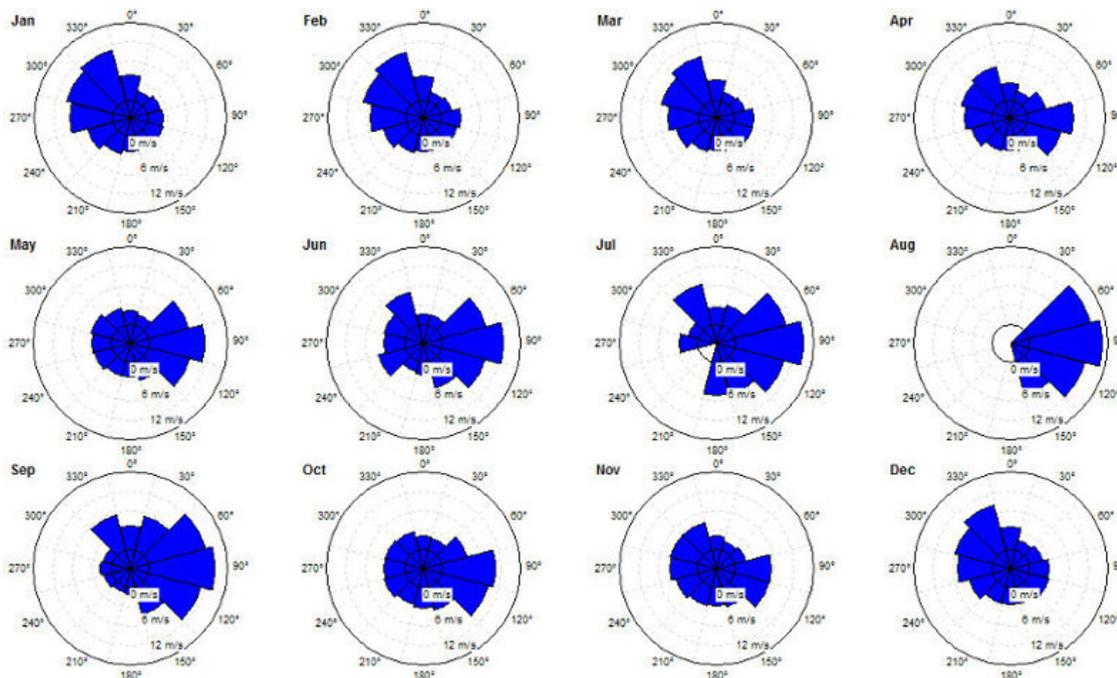


Figure 6 - Average Windrose Profile at the project location for period of 10 years (2004-2014)  
 (source: <http://indonesia.windprospecting.com>)

## 6.1.4 Air Quality and noise

### Air Quality

The air quality baseline sampling has been conducted at several location of the project site. The sampling result is presented in the table 2 below.

Table 2 - Air Quality Data at Several Location of the Project site

No	Parameter	Satuan	Threshold Limit*	U-1	U-2	U-3
1	Sulfur dioxide (SO <sub>2</sub> )	µg/Nm <sup>3</sup>	900	15,63	8,67	16,90
2	Nitrogen dioxide (NO <sub>2</sub> )	µg/Nm <sup>3</sup>	400	17,00	12,97	18,14
3	Carbon monoxide (CO)	µg/Nm <sup>3</sup>	30.000	1.946,84	1.603,2	1.603,3
4	Amoniac (NH <sub>3</sub> )	ppm	2	0,010	0,011	0,013
5	Lead (Pb)	µg/Nm <sup>3</sup>	2	0,010	0,026	0,021
6	Total Suspended Particel (TSP)	µg/Nm <sup>3</sup>	230	182,0	130,0	<b>240,0</b>

Source: Analysis result conducted by *Balai Besar Pengembangan Keselamatan dan Kesehatan Kerja* (BBK3) Makassar, April 2017 (KAN Accredited Nomor: LP-825-IDN Valid until 17 Juni 2018)

\* Air Quality standard refer to South Sulawesi Governor Regulation No. 69 of 2010

Based on the table above, it can be concluded that all sampling points analysis result are still within the permissible limit, with exception of TSP at U-3 location that slightly exceeded the threshold limit.

### Noise

The noise level within the project location was recorded between 47–52 dBA. The noise sampling has been conducted at the same place of the air quality sampling location. During the sampling the wind direction dominantly from Southwest with average wind speed of 7.2 – 7.7 m/second. Based on the environmental scale, the noise level at the project location is still considered in good condition. The noise sampling result is presented in table 3 below:

Table 3 - Noise sampling result at the project location.

No	Location	Unit	Threshold limit	Result
1	Near Metmast	dBA	55	47,2
2.	Jalan Poros Takalar-Jeneponto	dBA	55	50,3
3.	Jalan poros Jeneponto - Malakaji	dBA	55	51,7

Source: Noise Sampling Result conducted by BBK3, April 2017. Based on the noise parameter stipulated in Governor Regulation No. 69 of 2010.

### 6.1.5 Water Quality

The water sampling has been conducted at the main irrigation chanel, secondary irrigation chanel and third irrigation chanel on April 2017. The location of each sampling taken is presented in table 4 below.

*Table 4 - Water Quality sampling Location*

Sample Code	Water Course
A-1	Main irrigation ditch, Sunggumanai Hamlet, Turatea Sub-district.
A-2	Secondary irrigation ditch, Bontomate'ne Hamlet, Turatea Sub-district
A-3	Secondary irrigation ditch, Empoang Utara Village, Binamu Sub-district.
A-4	Third Irrigation ditch, Empong Selatan Village, Binamu Sub-district

The water sample then analyze at BBK3 laboratory (accredited no. LP-023-1014). The analysis parameter is referred to the South Sulawesi Governor Regulation No.: 69 of 2010. The description of the sampling result is as follow.

**Physical parameter:** Physically the water at the irrigation chanel was observed in clear color with dissolved solid between 128 - 364 mg/L (Threshold limit: 1000 mg/L), meanwhile, the TSS detected between 8 – 32 mg/L (Threshold limit: 50 mg/L). The water temperature recorded at 28 °C.

**Chemical Parameter:** The acidity level of the samples dectected between 7.3 – 7.5 which still within the Threshold limit i.e. 6.0 – 8.5. The BOD5 and COD of all samples detected between 1,0 mg/L (Threshold limit 3 mg/L) and COD between 5,4 – 5,7 mg/L (Threshold limit:25 mg/L). The dissolved oxygen still high i.e. 7 mg/L (Threshold limit: 4 mg/L). Phospate is detected slightly higher than the treshold i.e. 0,3 mg/L while the Threshold limit is 0,2 mg/L. The occurance of phospate is predicted from the fertilizer and domestic waste water. The remaining parameter have detected in low value, even some of them are not detected by the laboratory testing equipment.

**MicLObiology Parameter:** The water sample taken from the water irrigation is containing coliform bacteria with value of 156 – 225 MPN/100 mL. However, this value is within the permissible threshold limit i.e. 5000 MPN/100 mL.

**Pollution Indeks (PI):** The irrigation water quality at the project location is classified as a light to medium polluted water quality as refered to some parameter stipulated in Government Regulation number 82 of 2001, as well as based on the PI calculation result with the value of 1,26 – 9,50 (Table 5). This status is mostly affected by phospate value and chlorine which has exceeded the threshold limit. Those substances are predicted coming from pesticide and fertilizer.

Table 5 - PI of water body at the project location

Sample	Water body	Pollution Index	Category
A-1	Main irrigation ditch, Sunggumanai Hamlet, Turatea Sub-district.	4,31	Slightly polluted
A-2	Secondary irrigation ditch, Bontomate'ne Hamlet, Turatea Sub-district	1,26	Slightly polluted
A-3	Secondary irrigation ditch, Empoang Utara Village, Binamu Sub-district.	9,50	Medium polluted
A-4	Third Irrigation ditch, Empong Selatan Village, Binamu Sub-district	3,38	Slightly polluted

Source: Result perhitungan IP sesuai Permen LH No. 115 Tahun 2003, Juni 2017

### 6.2 Geological Condition

The geological review of the project location, either on the surface and its subsidience has been conducted through field observation. Based on the field observation, it was observed the Iompobatang formation (Qlv), comprises of anglomerat, lava basalt, breksi, lava sediment and tufa, which partially molded, forming the flat morfologi to wavy form. The inclination is varied from flat to sloping with angle of inclination less than 3-10%. The geological map of the project location is presented below.

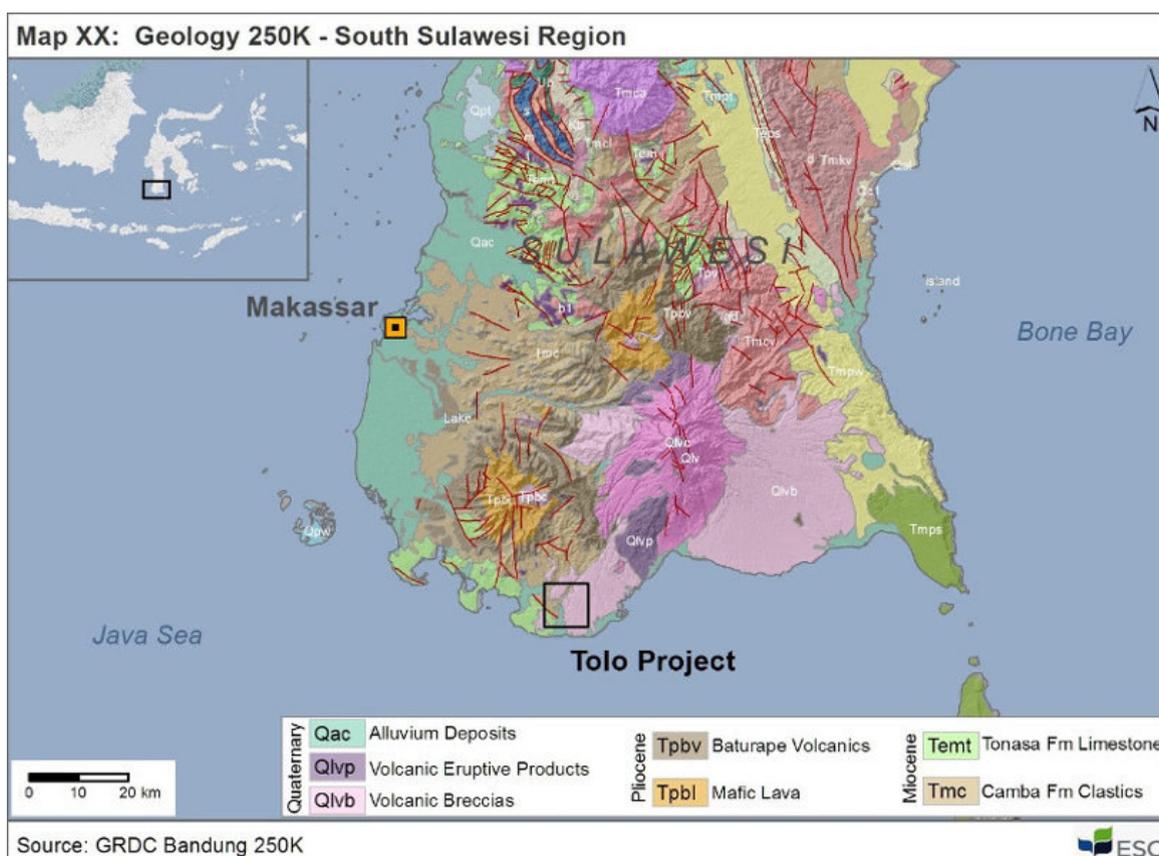


Figure 7 - Geological Map of Project Location

### 6.3 Flora

The vegetation at the project location in general is a common vegetation that usually found at the Paddy field area. Beside that, it was also observed some horticulture vegetation at small garden in between of the paddy field. Various secondary individual vegetation is also found scattered in the study area which in fact as a result of community that also utilize their land for housing and garden.

At the community garde area these type of vegetation was redorded: Nangka (*Artocarpus heterophylla*), kelor (*Moringa oleifera*), kapuk (*Ceiba pentandra*), Manggo (*Mangifera indica*) and Coconut (*Cocos nucifera*). Some herbal vegetation is also found at the community garden such as *Plucea indica*, *Ageratum conizoides*, *Mitracarpus hirtus*, *Paspalum conjugatum* and *Acalypha indica*.

### 6.4 Fauna

On the Fauna at the project lcoation shown that the Aves is a group of animal that usually found at the project lcoation, meanwhile another type animal is rarely found with exception of some types of animal that intentionally introduced to the habitat like Cow (*Bos Taurus*), dog (*Canis familiaris*), Chicken (*Gallus gallus*) and horse (*Equus caballus*). Based on the interview with the community, another type of animal that usually found a the project location are: snake (*Serpentes*), Lizard (*Varanus salvator*) and various of insect (*Insekta*).

Furthermore, a bird and bats observation has been conducted on November 2016 by Greencap. The type of bird that observed at the project location is as described in Table 6 below:

Table 6 – Bird Type And Status At The Project Location

No	Name			Famili	Status			Endemic	Notes	Location	Number
	Local	English	Scientific		IUCN	CITES	PP				
1	Elang sayap coklat	Rofous wingged buzzard	<i>Butastur liventer</i>	Accipitridae	App.II	LC	√	-	Rare		4
2	Elang tikus	Black winged kite	<i>Elanus caeruleus</i>	Accipitridae	App.II	LC	√	-	Very Rare	Around pole 18	1
3	Cekakak sungai	Collared Kingfisher	<i>Todiramphus chloris</i>	Alcedinidae		LC	√	-	Rare		5
4	Walet linci	Linchi Swiftlet	<i>Collocalia linchi</i>	Apodidae		LC		-	common		>10
5	Blekok sawah	Javan Pond-heron	<i>Ardeola speciosa</i>	Ardeidae		LC		-	Very Rare		1
6	Kuntul kerbau	Cattle Egret	<i>Bubulcus ibis</i>	Ardeidae		LC	√	-	Very common		>50
7	Kekep babi	White-breasted Woodswallow	<i>Artamus leucorhynchus</i>	Artamidae		LC		-	Common		>10
8	Kapasan sayap putih	White-shouldered Triller	<i>Lalage sueurii</i>	Campephagidae		LC		-	Common		>10
9	Cerek asia	Oriental Plover	<i>Charadrius veredus</i>	Charadriidae		LC		-	Common		16
10	Cici merah	Golden headed cisticola	<i>Cisticola exilis</i>	Cisticolidae		LC		-	Common		>10
11	Cici padi	<i>Zitting Cisticola</i>	<i>Cisticola juncidis</i>	Cisticolidae		LC		-	Common		>10
12	Perkutut jawa	Zebra Dove	<i>Geopelia striata</i>	Columbidae		LC		-	Rare		7
13	Punai gading	Pink-necked Green Pigeon	<i>Treron vernans</i>	Columbidae		LC		-	Common		9
14	Tekukur biasa	Spotted Dove	<i>Streptopelia chinensis</i>	Columbidae		LC		-	Common		>10
15	Wiwik uncuing	Rusty-breasted Cuckoo	<i>Cocomantis sepulcralis</i>	Cuculidae				-	Very Rare	Around pole 14	1
16	Bondol peking	Scaly-breasted Munia	<i>Lonchura punctulata</i>	Estrildidae		LC		-	Very common		>50
17	Bondol rawa	Tricoloured Munia	<i>Lonchura malacca</i>	Estrildidae		LC		-	Common		>10
18	Burung gereja erasia	Eurasian Tree Sparrow	<i>Passer montanus</i>	Estrildidae		LC		-	Common		>10
19	Alap – alap macan	Oriental hobby	<i>Falco severus</i>	Falconidae	App.II	LC	√	-	Very Rare	Around pole 14	1
20	Alap – alap sapi	Spotted kestrel	<i>Falco moluccensis</i>	Falconidae	App.II	LC	√	-	Rare		9
21	Layang – layang batu	Pacific Swallow	<i>Hirundo tahitica</i>	Hirundinidae		LC		-	Common		>10
22	Apung tanah	Australasian Pipit	<i>Anthus novaeseelandiae</i>	Motacillidae		LC		-	Common		>10
23	Decu belang	Pied Bushchat	<i>Saxicola caprata</i>	Muscicapidae		LC		-	Common		>10
24	Burung madu kelapa	Plain-throated Sunbird	<i>Anthreptes malacensis</i>	Nectarinidae		LC	√	-	Rare		7
25	Burung madu sriganti	Olive-backed Sunbird	<i>Nectarinia jugularis</i>	Nectarinidae		LC	√	-	Rare		5
26	Gemak loreng	Barred Buttonquail	<i>Turnix suscitator</i>	Phasianidae		LC		-	Rare		3
27	Cucak kutilang	Sooty-headed Bulbul	<i>Pycnonotus aurigaster</i>	Pynonotidae		LC		-	Very common		>50
28	Kareo padi	White-breasted Waterhen	<i>Amaurornis phoenicurus</i>	Rallidae		LC		-	Rare		4
29	Kacamata laut	Lemon-bellied White-eye	<i>Zosterops chloris</i>	Zosteropidae		LC		-	Common		>10

Source: Greencap's Field Observation

Furthermore, the bat observation has also been conducted by Greencap on November 2016. Below map shows the location of the observation.

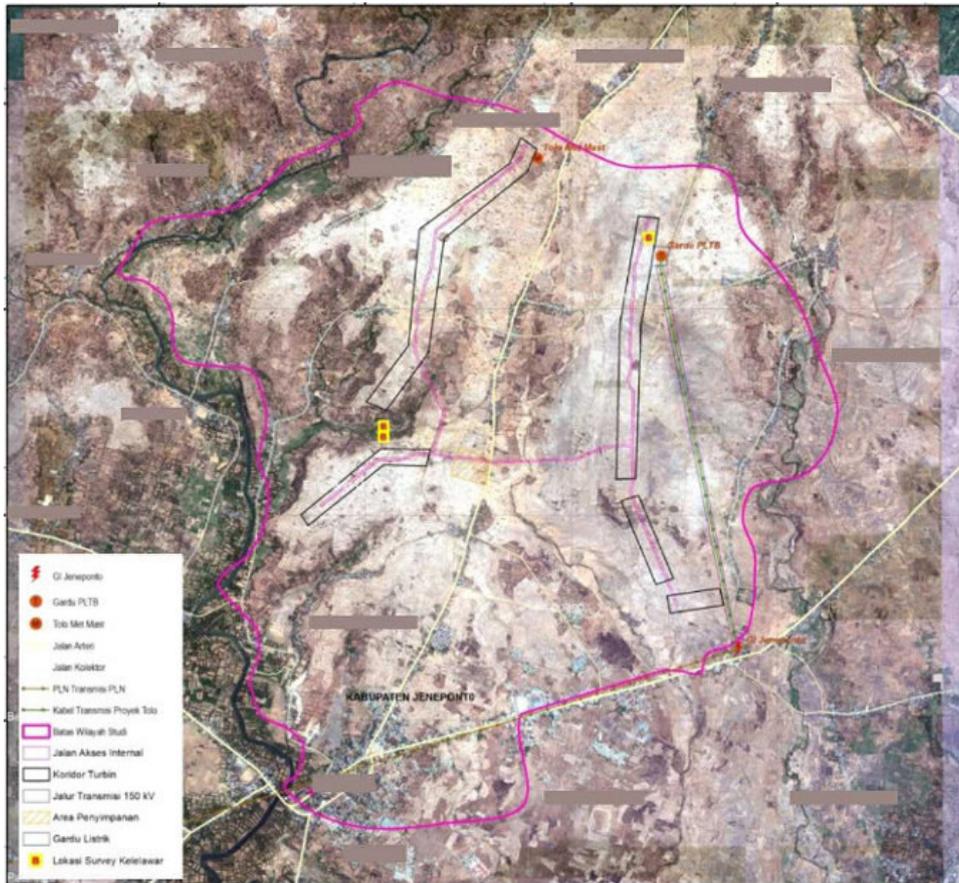


Figure 8 – Bat’s Observation Vantage Point

The project location is a modified habitat which comprises of two type i.e. paddy field and garden habitat as shown in below picture.



Figure 9 – Type of Habitat in the Project Location

The habitat condition that uniform and spread has made difficult to determine the observation point. It was only one species captured out of three traps installed in three nights time during the study i.e. Ripo Flores (*Murina florium*). This species recorded found in the garden habitat. This

species has a population density around 20-30 individual per km<sup>2</sup>. It is reported that they habitat found in tropical forest (bushes forest), Sklerofil dry and wet forest. It also found in the disturbed forest. They take rest solitairy or in small group in between dried leaves, cave or abandoned building. (Bonaccorso 1998; Duncan et al., 1999).



Figure 10 - *Murina florium*

The Redlist Book of IUCN recorded that the conservation status of this species is classified as Least Concern (LC), also *Murina florium* is not included as a species that protected by Indonesian law. *M. florium* has wide spreading area which can also be found in Australia (Queensland); Indonesia (Lesser Sunda, Maluku, Sulawesi); Papua New Guinea (www.iucnredlist.org, 2016).

## 6.5 Socio-economic Conditions

### 6.5.1 Demography

Table 7 below shows the population of Binamu Sub-district i.e. 54,040 persons consisting of 26,229 male and 27,811 female with total households of 11,688; Turatea Sub-district has 30,884 persons, 14,889 male, 15,955 female, 6,951 households; Batang Sub-district has 19,784 persons, 9,313 male, 10,472 female, 4,548 households; Arungkeke Sub-district has 18,796 persons, 8,979 male, 9,817 female, 4,410 households. Total area of Binamu is 69,49 km<sup>2</sup>; Turatea 53,76 km<sup>2</sup>; Batang 33,04 km<sup>2</sup> and Arungkeke 29,91 km<sup>2</sup>.

Table 7 - Population, number of household and area of districts and villages in the wind farm project in Binamu, Turatea, Batang and Arungkeke districts.

No	District and Village	Area (km <sup>2</sup> )	Population (Persons)			Head of Households
			Male	Female	Total	
1.	Binamu Sub-district	69,49	26.229	27.811	54.040	11.688
	a. Empoang	9,45	4.141	4.376	8.517	1.852
	b. Empoang Utara	10,09	1.822	1.953	3.775	794
2.	Turatea Sub-district	53,76	14.889	15.955	30.884	6.951
	a. Kayuloe Timur Village	2,41	590	736	1.326	307
	b. Kayuloe Barat Village	6,77	1.236	1.340	2.576	537
	c. Bontomatene Village	4,76	1.885	1.983	3.868	851
	d. Langkura Village	4,16	1.322	1.388	2.710	641

	e. Pa'rasangan Village	1,86	674	793	1.467	303
	f. Bungungloe Village	5,71	1.566	1.640	3.206	720
2.	Batang Sub-district	33,04	9.313	10.472	19.784	4.548
	Maccini Baji Village	5,48	1.742	1.860	3.602	814
4.	Arungkeke Sub-district	29,91	8.979	9.817	18.796	4.410
	Kalumpang Loe Village	4,38	1.093	1.181	2.274	520
<b>Jeneponto Regency</b>		<b>749,79</b>	<b>170.873</b>	<b>182.414</b>	<b>353.287</b>	<b>80.068</b>

Source: BPS Kab. Jeneponto Dalam Angka, 2015.

## 6.5.2 Community Occupation

District's profiles show the livelihoods of the people in the study area of the proposed wind farm development in Binamu, Turatea, Batang and Arungkeke districts, vary from farming rice, salt, seaweed, fish pond, fishermen, market vendors or sellers of goods for households, food stalls, carpenters, labours, private sector employees, civil servants, military/police, which can be seen in Table 8 below.

Table 8 – Citizen Occupation at the Project Location

District	Type of Livelihood	No of Persons	Percentage (%)
Binamu	Civil Servans/Police/Military	2.338	13,21
	Staple food farmer	8.057	45,52
	Fish pond farmer, fishermen, sea weed farmer.	1.356	7,66
	Stock farmer	1.620	9,15
	Trader (kiosk, shop, restaurant)	1.422	8,03
	Tranportation	499	2,83
	Industry/handy craft	353	1,99
	Service	2.054	11,61
	<b>Total</b>	<b>17.699</b>	<b>100,00</b>
Turatea	Civin Servans/Police/Military	783	5,94
	Staple food farmer	7.071	53,66
	Fish pond farmer, fishermen, sea weed farmer.	-	-
	Stock farmer	3.429	26,02
	Trader (kiosk, shop, restaurant)	664	5,04
	Tranportation	820	6,22
	Industry/handy craft	270	2,05
	Service	139	1,05
	<b>Total</b>	<b>13.176</b>	<b>100,00</b>
Batang	Civin Servans/Police/Military	264	4,97
	Staple food farmer	4.891	93,23
	Fish pond farmer, fishermen, sea weed farmer.	226	4,26
	Stock farmer	3.610	68,07
	Trader (kiosk, shop, restaurant)	292	5,50
	Tranportation	77	1,45
	Industry/handy craft	169	89,62
	Service	184	3,46
	<b>Total</b>	<b>5.303</b>	<b>100,00</b>

District	Type of Livelihood	No of Persons	Percentage (%)
Arungkeke	Civin Servans/Police/Military	211	2,40
	Staple food farmer	5.222	59,45
	Fish pond farmer, fishermen, sea weed farmer.	862	9,81
	Stock farmer	177	2,01
	Trader (kiosk, shop, restaurant)	730	8,31
	Tranportation	802	9,13
	Industry/handy craft	444	5,05
	Service	335	3,81
	Total	8.783	100,00

Source : BPS - Kecamatan Binamu, Turatea dan Kelara Dalam Angka, Tahun 2015

### 6.5.3 Community Workforce

#### a. Job seekers

People who are seeking employment in Jeneponto Regency by education attainment and gender, according to Central Statistics Agency (BPS) in 2015, can be seen in the following *Table 9*.

*Table 9 - Job seekers based on education attainment and gender in Jeneponto Regency, in 2014.*

No.	Education Attainment	Male (Persons)	Female (Persons)	Total (Persons)	Percentage (%)
1.	Elementary School	10	-	10	1.01
2.	Junior High or equal	82	19	101	10,13
3.	High School of equal	400	260	660	66,19
4.	Diploma 1-3	25	40	65	6,52
5.	Bachelor (S 1)	90	70	160	16,05
6.	Masters (S 2)	1	-	1	0,10
	<b>Total</b>	<b>608</b>	<b>389</b>	<b>997</b>	<b>100,00</b>

Source : BPS - Kabupaten Jeneponto Dalam Angka, 2015.

Table 9 shows that the number of people looking for employment with a variety of educational backgrounds is still quite high at around 972 people consisting of 608 males and 389 females, whereby the largest population group of job seekers is high school attainment (SLTA) is 660 persons or 66.19% of the number of job seekers, following a bachelor degree (S1) 160 persons or 16.05%, junior high school 101 persons or 10.13%, diploma 1-3 with 65 people or 6,52%, and the least population groups of job seekers is master's degree (S2) is 1 person or 0.10%.

### 6.5.4 Income

The income level of the population in the study area of Tolo wind farm development project in Jeneponto Regency is closely correlated to the type of livelihoods. The monthly or yearly income of the people in the study area can be seen in the following Table 2.2.

Table 10 - The average of monthly income of the respondents in the study area of Tolo wind farm development project.

No.	Monthly Income ( Rp. )	Number of Respondents ( N = 100 )	Percentage (%)
1.	< 1.000.000	18	18,00
2.	1.000.000 – 1.500.000	20	20,00
3.	1.600.000 – 2.000.000	19	19,00
4.	2.100.000 – 2.500.000	17	17,00
5.	2.600.000 – 3.000.000	11	11,00
6.	> 3.000.000	15	15,00
	<b>Total</b>	<b>100</b>	<b>100,00</b>

Source : Primary Data Analysis, 2016.

### 6.5.5 Land use

The land within the study area of Tolo wind farm development project activity plan PLTB Tolo 76 MW in Binamu, Turatea, Batang and Arungkeke districts, Jeneponto Regency is used for rice paddies, farms, fish ponds, housing, forest and other usage as shown in Table 2.3.

Table 11 - Land area and usage in Binamu, Turatea, Batang and Arungkeke districts, Jeneponto Regency.

No.	Sub-Districts	Land Usage	Area (Ha)	Percentage (%)
1.	Binamu Sub-District	Rice field	2.090	37,42
		House yard	-	-
		Moor	3.280	58,72
		Fish fond	215,7	21,76
		Others	-	-
		<b>Total</b>		<b>5.585,7</b>
2.	Turatea Sub-District	Rice field	3.060	56,96
		House yard	200,11	3,72
		Moor	2.085,8	38,82
		Fish fond	-	-
		Others	26,65	0,50
		<b>Total</b>		<b>5.372,56</b>
3.	Batang Sub-District	Rice field	1.430	48,37
		House yard	147	4,97
		Moor	1.494	50,54
		Fish fond	32	1,08
		Others	-	-
		<b>Total</b>		<b>2.956</b>
4.	Arungkeke Sub-District	Rice field	1.870,84	61,87
		House yard	154,52	5,11
		Moor	499,82	16,52
		Fish fond	498,64	16,49
		Others	-	-
		<b>Total</b>		<b>3.023,82</b>

Source: BPS – Kec. Binamu, Turatea dan Kelara Dalam Angka, 2015.

### 6.5.6 Disease

The common diseases suffered by the respondents in the study area of Tolo wind farm development project can be seen in Table 2.3.

*Table 12 - The common diseases suffered by the people in the past six months in Tolo wind farm development project.*

No.	Disease symptoms	No of Respondents (N = 100)	Percentage ( % )
1.	Fever, Influenza	38	38,00
2.	Aching	13	13,00
3.	Coughing	29	29,00
4.	Diarrhea	9	9,00
5.	Others (shortness of breath, toothache, malaria, etc.)	11	11,00
<b>Total Respondent</b>		<b>100</b>	<b>100,00</b>

Source: Analysed Primary Data, 2016.

## 7 Brief Project Description

The proposed project has 20 WTGs with maximum generating capacity of 76 MW wind energy (the Wind Farm or the Project) to be in Jeneponto Regency. The project company of the Tolo Wind Farm is PT Energi Bayu Jeneponto (EBJ).

The Wind Farm shall supply the South Sulawesi Grid with approximately 198 GWh/year of clean, renewable and environmental-friendly electricity and shall save approximately 160,000 tons CO<sub>2</sub>/year compared to electricity from conventional coal power plants.

The area was selected based on its wind speed feasibility, proximity to existing transmission infrastructure the 115kV Jeneponto Transmission Lines of PT PLN, and moderate to low environmental sensitivity. The common usage of the area of the Tolo Wind Farm is predominantly agriculture, open country and farmlands spread on a north-south trending flat-like terrain of Jeneponto Regency. There are some permanent residents or other structures in the project area that would be affected by the construction or operation of the project.

The project components shall include the following:

- 20 wind turbine generators (WTG) with tubular steel towers;
- 20 steel-reinforced concrete foundations;
- One project pooling substation (electrical substation), including equipment for electrical protection, transformation, and metering;
- 150 Kv transmission Line to provide connection to existing 115kV overhead line via overhead cables;
- Underground electrical & communication cables;
- Access roads;
- Crane pads and laydown areas;

- Permanent wind measurement tower;
- Multi purpose Area; Temporary construction compound, Spare part compound, warehouse and Site operation building.

The Project shall be developed and executed in four phases.

- Pre-construction, until 2016 – e.g. site assessment, wind measurement, grid assessment, design, environmental and social impact assessment;
- Construction, until 2017;
- Operation starting 2018;
- Abandonment in 2043 – decommissioning of the entire Wind Farm and restoration of the area or handed over to PT PLN.

## 8 Organizational Commitment

### 8.1 Management Structure

This section outlines a summary of the organisation’s key environmental and social roles and responsibilities for the Project. Detailed organizational charts and job descriptions are defined in the project execution plan.

There shall be two teams or units that shall oversee the compliance of the commitments set in this EMP, these are:

- Equis Energy ESG team; and
- EBJ HSEC Team;

The inter-relationship of these two teams/units and other stakeholders are presented in the organizational chart (Figure 11).

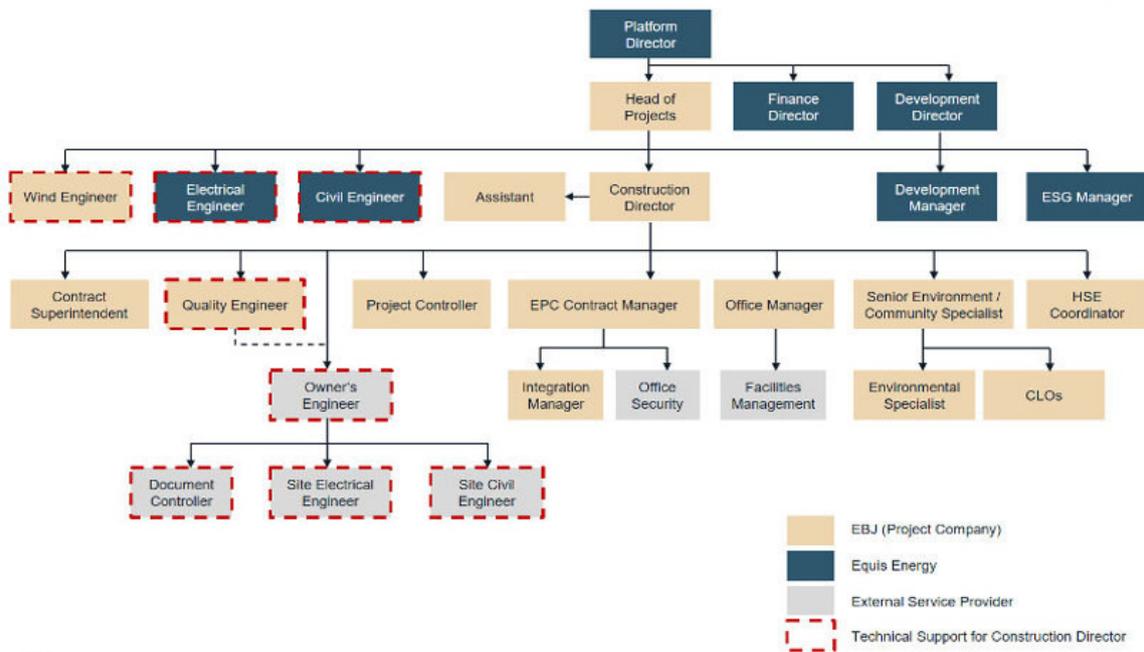


Figure 11 - ESHS Management Organization Chart

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## 8.2 Equis Energy ESG Manager

### Role

Oversee the implementation of the Environmental, Health & Safety Management Plan (EHSMP) in collaboration with the EBJ's HSEC Team. Provide advice related on the ESHS compliance (local compliance as well as lender's compliance).

### Responsibilities

1. Coordinate the EHSMP during project implementation.
2. Oversee the development of procedures and guidelines to facilitate implementation of the EMP.
3. Monitor the implementation and operation of the EMP.
4. Responsible for monitoring the performance of the EPC Contractor against statutory requirements (local and international) and the agreed objectives and targets.
5. Review and approve the Contractor Environmental Management Plan (CEMP), prepared by the EPC, and identify any areas for improvement.
6. Identify the environmental, health and safety competence of all contractors (and sub-contractors) working on the project.

## 8.3 Health & Safety, Environmental and Community Unit (HSEC)

A Health & Safety, Environmental and Community Unit (HSEC) shall be established under the project company to manage the environmental, social, health and safety issues of the Wind Farm. The HSEC unit shall be composed of the following:

- Environmental Officer (EO)
- Health & Safety Coordinator (HSC) – Certified of AK3
- Community Relation Officer (CLO)
- Heads of the different departments/sections of the Wind Farm

The HSECU shall be established within one month at the start of the operations of the Wind Farm. However, during the construction phase, the EO, HSC and CLO shall be already present on site to perform their respective duties.

The roles and responsibilities of the key personnel and other entities are discussed as follows:

### 8.3.1 Senior Environmental and Community Specialist

An Environmental Officer shall be appointed by EBJ and shall undergone either international or national accredited standard training Course for them to be officially acknowledged as EO. The EO shall report to the Equis ESG Manager and construction director.

### Role

To implement the Environmental Management Plan (EMP) in collaboration with the Department Heads, Safety Officer and Community Liaison Officer.

### Responsibilities

1. Explain to the employees the importance of and need for an EMP.
2. Develop procedures and guidelines to facilitate implementation of the EMP.
3. Monitor the implementation and operation of the EMP.
4. Review, analysis and interpretation of data and records emanating from monitoring activities to assess their effectiveness and that of the overall EMP, for continual improvement.
5. Assist in the revision/updating of emergency preparedness and response procedures where appropriate, and coordinate these when necessary.
6. Ensure adherence to associated monitoring protocols and program.
7. Maintain a repository of material safety data sheets.
8. Coordination of hazardous material management.
9. Liaise closely with the Safety Officer with respect to areas of overlapping concern in the EMP.
10. Contribute to training and capacity building in the area of Environmental Management.
11. Prepare and submit to BLHD the six-monthly monitoring Report among others as required by the AMDAL/environmental permit.
12. Take lead in the processing of application and renewal of the required permits/clearances from related authority with regards to the environmental aspect.
13. Maintain records of analytical data.

### 8.3.2 Health & Safety Coordinator

A Health & Safety Coordinator should be employed to handle the occupational health and safety matters as required by Act number 13 of 2003 regarding Labor. The HSC shall report to the Equis ESG Manager and EBJ Construction Director.

#### Role

To implement all aspects of the ESHS-MS pertaining to Health and Safety, in collaboration with the EO, CLO and the Department/Section Heads.

#### Responsibilities

1. The HSC shall at least be registered/hold certificate of *Ahli K3 Umum* mandated by the Indonesian law to be accredited as a safety officer.
2. Develop procedures and guidelines to facilitate implementation Health and Safety at the project site.
3. Monitor the implementation and operation of the Health and Safety aspects of the contractor(s).
4. Ensure adherence to associated monitoring protocols and programs.
5. Assist in the review, analysis and interpretation of data from monitoring activities to assess their effectiveness and that of the overall HSE, for continual improvement.
6. Assist in the revision/updating of emergency preparedness and response procedures where appropriate.
7. Liaise closely with the EO with respect to areas of overlapping concern in the EMP.
8. Contribute to training and capacity building in the area of occupational health and safety.
9. Maintain health and safety records.
10. Perform all duties/responsibilities as stated in Act No 13 of 2003 regarding labor.

### 8.3.3 Community Liaison Officer (CLO)

The Community Liaison Officer shall be appointed to handle mainly the external social issues arising from the construction and operations of the project as well as the implementation of the CSR initiatives/program. The CLO shall report to the ESHS Manager.

#### Role

To ensure that EMP activities pertaining socio-economic concerns are carried out in a satisfactory manner. This shall be done in collaboration with the Contractors, EO, HSC and the Department/Section Heads. The CLO shall oversee the planning, infrastructure projects, to ensure that the skill requirements were identified, and learning opportunities were built into any development projects considered for implementation. An important overarching activity is to initiate action to engage the communities to embrace change.

#### Responsibilities

1. Contribute to training and capacity building in the socio-economic aspect.
2. Lead the implementation and monitoring of the CSR initiatives/program.
3. Lead the implementation of the project grievance mechanism system.
4. Maintain good stakeholder engagement together with Community Liaison officer (CLO).
5. Maintain socio-economic data on the contributions of the Wind Farm (e.g., number of beneficiaries, PAP and so fort); and
6. Identify and prioritize, with the communities, potential development projects focused on infrastructure, education, health and employment opportunities;

### 8.3.4 Department Heads

The Department/Section Heads shall oversee the adherence to existing environmental management protocols and ESHS-MS activities pertaining to the operations of their respective units. This should be done in collaboration with the EO and SO.

#### Responsibilities

1. Ensure that existing protocols are adhered to and that adjustments are made as stipulated in the EMP as advised by the ESHS Manager.
2. Maintain specific ESHS records pertinent to their respective units.

### 8.3.5 EPC Contractor and Sub-Contractors

The EPC Contractor shall appoint a point person who should report to the EOs and SO with regards to the ESHS issues.

#### Role

Ensure that the services provided are conducted in accordance with the ESHS-MS as stipulated in the contractual agreement. The Contractor shall also adhere to any existing environmental management

protocols where appropriate as stipulated in the contractual agreement. This shall be done in collaboration with the EOs and SO as well as the EBJ Technical Team.

### Responsibilities

1. To duly designate an Environmental and a Health & Safety liaison to assist with the implementation of the CEMP in accordance with the EBJ EMP and to ensure that the relevant existing protocols are adhered to as advised by the Equis ESG Manager or its representative;
2. Prioritize employment of qualified local residents;
3. To maintain manifests of materials disposed; and
4. To provide a list of hazardous materials along with [material] safety data sheets ([M]SDSs) to be used in the activity, one (1) month prior to use.

## 8.4 Equis Energy Technical Team

The Equis Energy Technical Team shall be composed of the EBJ engineering experts employed to check and monitor the EPC performance from the planning, construction and up to the commissioning stage of the Wind Farm. The most important aspect of their responsibility is to ensure that the EPC shall meet its obligations as per the agreed contractual requirements.

## 8.5 Construction Phase

During the construction phase, the EPC contractor shall be required to allocate the responsibility of overseeing day-to-day compliance with the ESHS-MS Manual to a senior member of his/ her staff. The EPC contractor shall be responsible for the implementation of all measures included in the EMP for all activities undertaken in terms of the construction contract (including work undertaken by sub-contractors).

Compliance reviews shall be submitted by the EPC contractor to EBJ on a weekly basis. Non-conformances, incidents and deviations from the action plan shall be communicated to the EBJ team as soon as possible within 24 hours from the time of occurrence.

## 9 Training

EBJ shall identify the knowledge and skills necessary for implementation of the management systems and programs and identify training requirements for the organization's personnel.

All persons responsible for undertaking work during the life of the project shall be trained on the contents of the ESMS Manual. EBJ is also responsible for identifying the knowledge and skills necessary for the implementation of the ESMS Manual and associated programs and to identify training requirements for the workers and staff involved in the implementation of the action plan.

Ensure that all site personnel have a basic level of environmental awareness training. Topics covered should include:

- What is meant by “Environment”?
- Why the environment needs to be protected and conserved?
- How construction activities can impact on the environment?
- What can be done to mitigate against such impacts?
- Awareness of emergency and spills response provisions.
- Social responsibility during construction e.g. being considerate to local residents.

EBJ technical personnel in-charge shall be on hand to explain more difficult/ technical issues and to answer questions.

## 10 Measures for Legal Compliance

EBJ and all appointed agents, contractors and suppliers shall confirm and ensure compliance with all relevant environmental, health and safety legal requirements.

It is recommended that a legal register be developed and compliance against the requirements be audited as part of the environmental, health and safety management system.

All applicable standards and guidelines relating to environmental, health and safety shall be considered during the development of environmental legal register. All applicable international protocols and guidelines for Good International Industry Practice (where practically possible) shall be identified and included in the register.

### 10.1 Health and Safety Legal Compliance

The health and safety legal register shall be developed to consider all applicable laws and regulations relating to occupational health and safety for workers, community health, safety and security as well as international legislation and guidelines for Good International Industry Practice (where practically possible).

The health and safety key elements of the project are addressed in the Health and Safety Management System (HSMS) Manual which should contain minimum requirements as the following;

1. Policy & Commitment
2. Legal & Other Requirements
3. Hazard Identification, Risk Assessment and Control (HIRAC)
4. Planning & Objectives
5. Accountability & Leadership
6. Awareness, Training & Competency
7. Communication, Consultation & Involvement
8. Document & Record Management
9. Assets & Operations
10. Project Management
11. Management of Contractors & Suppliers
12. Emergency Preparedness and Response
13. Monitoring & Measuring
14. Incident Reporting and Management

15. Audit
16. Management Review

## 11 Workforce

### 11.1 Human Resource Policies and Procedures

All workers performing work for EBJ and its contractors shall have a contract which describes the employment relationship. The contract shall be provided as part of the hiring process and shall describe all policies and procedures related to working conditions. The employment relationship including women workers, young workers, migrant workers and workers with disabilities shall be assessed to mitigate discrimination. Policies and procedures shall cover all workers, including direct, contracted and supply chain workers. Policies and procedures dealing with human resource matters include (not limited to):

- Employee Recruitment & Terms of Employment.
- Working hours and Overtime
- Holiday and leave entitlement
- Remuneration
- Employee Benefits
- Company Code of conduct
- Workers' Organizations.
- Retrenchment.
- Grievance procedure.
- Non-Discrimination & Equal Opportunity.
- Protecting the Workforce:
  - Child Labour.
  - Forced Labour.
  - Occupational Health & Safety.
- Workers Engaged by Third Parties.
- Supply Chain.

PT EBJ company regulation is attached to this ESHS-MS as appendix 4

### 11.2 Working Conditions and Terms of Employment

Working conditions, treatment of workers and worker's terms of employment shall be communicated to workers verbally and / or in writing. Wherein:

- Conditions in the workplace refer to the physical environment, health, and safety precautions, and access to facilities (including all basic services such as sanitary facilities, access to drinking water, etc.).
- Treatment of workers refers to all aspects related to respect for the worker's personal dignity, disciplinary practices and reasons and process for termination.
- Terms of employment refer to remuneration and benefits, deductions, hours of work, breaks, rest days, overtime arrangements, overtime compensation, medical insurance, pension, and leave for illness, vacation, maternity/paternity, or holiday.

### 11.3 Workers Organizations

All workers shall be free to join workers' organizations and may enter into collective bargaining agreements with the employer. In the event that some employees are covered by collective bargaining agreements and others are not, the terms and conditions of employment as well as benefits of all employees in similar positions shall be equivalent. Where collective bargaining agreements are in place, the employer should verify that these meet the requirements of the applicable legislation. In the absence of such agreements, or where the agreements do not address particular working conditions and terms of employment, the employer shall provide reasonable working conditions and terms of employment that, at a minimum, comply with the applicable legislation.

Services to workers shall be provided in a non-discriminatory manner and comply with the applicable legislation as well as international standards for quality, security and safety.

### 11.4 Workers Accommodation

The following requirements for workers' accommodation shall be considered:

- Compliance with the applicable legislation and regulations;
- It is recommended that the Contractor will not build any permanent workers accommodation within the Site.
- It is recommended that the Contractor prioritizes local hiring to minimize the need of worker's accommodation.
- If the Contractor decides to provide temporary (or permanent) accommodation facilities, these facilities shall meet minimum standards, as for example outlined in Workers' Accommodation and Standards - A Guidance Note by IFC and the EBRD, 2009.
- Any worker accommodations located outside the project area is subject to further approval by the Employer.

### 11.5 Non-Discrimination and Equal Opportunity

Apply the principles of equal opportunity and non-discrimination through effective methods and as applicable to country specific aspects and the relevant legislation. The basis for recruitment, training and advancement shall be based on experience, skill and qualifications and the process for recruitment and promotion shall be transparent and consistent. Avoid systematic applications of job requirements that would disadvantage certain groups.

Labor policies and procedures shall address and protect disabled persons and shall include appropriate working conditions, access and egress.

A grievance mechanism shall be available to all workers and a procedure shall be developed to address complaints, handle appeals, and provide recourse for employees. The grievance mechanism shall be developed to protect the confidentiality of the worker.

## 12 Occupational Health and Safety

The appointed contractor shall identify potential hazards and develop responses (including design, testing, choice, substitution, installation, arrangement, organisation, use and maintenance of workplaces, working environment and work processes) to eliminate sources of risk or minimize workers’ exposure to hazards.

Where hazards are inherent to the project activity, or it is otherwise not feasible to eliminate the hazard, residual risks shall be managed through appropriate protective measures, such as controlling the hazard at source through protective solutions and by providing adequate personal protective equipment at no cost to the worker.

Training shall be provided to all workers on all relevant aspects of occupational health and safety associated with their daily work, including emergency arrangements. Third parties (visitors and external service providers) shall be briefed on the relevant aspects of health and safety and emergency response when accessing the premises.

The appointed contractor shall document and report occupational injuries, illnesses and fatalities. It is recommended that a process for reporting near misses and unsafe behaviours be developed as a proactive approach to occupational health and safety risk management. Adequate access to first aid and medical assistance in cases of work related accidents or injuries shall be provided.

The overall site management system shall be designed with adequate capacity for oversight of occupational health and safety matters.

### 12.1 Physical Hazards to Workers

Physical hazard to workers shall be adequately assessed in may include (but not limited to the aspects included in Table 14-1 as per IFC Environmental, Health and Safety General Guideline (2007).

Table 13 - Physical Hazards to Workers

Aspect	Considerations
Rotating and moving equipment	<p>Machine design is to eliminate trap hazards and to ensure that extremities are kept out of harm’s way under normal operating conditions (for example emergency stops, machine guards, etc. shall be installed).</p> <p>Turn off, disconnect, isolate, and de-energize (Locked Out and Tagged Out) machinery with exposed or guarded moving parts, to prevent injury.</p> <p>Design and install equipment, where feasible, to enable routine service, such as lubrication, without removal of the guarding devices or mechanisms.</p>

<p>Noise</p>	<p>No employee shall be exposed to a noise level greater than 85 dB(A) for a duration of more than 8 hours per day without hearing protection. No unprotected ear shall be exposed to a peak sound pressure level (instantaneous) of more than 140 dB(C).</p> <p>The use of hearing protection shall be enforced actively when the equivalent sound level over 8 hours reaches 85 dB(A), the peak sound levels reach 140 dB(C), or the average maximum sound level reaches 110dB(A). Hearing protective devices provided should be capable of reducing sound levels at the ear to at least 85 dB(A).</p>
<p>Vibration</p>	<p>Exposure to hand-arm vibration from equipment such as hand and power tools, or vibrations from surfaces shall be controlled through choice of equipment, installation of vibration dampening pads or devices.</p>
<p>Electrical</p>	<p>Mark all energized electrical devices and lines with warning signs. Lock-out and tag-out devices during service or maintenance. Check all electrical cords, cables, and hand power tools for frayed or exposed cords and following manufacturer recommendations for maximum permitted operating voltage.</p> <p>Double insulate/ ground all electrical equipment used in wet environments.</p> <p>Establish “No Approach” zones around or under high voltage power lines. Vehicles that come into direct contact with, or arcing between, high voltage wires may need to be taken out of service for periods of 48 hours. Identify and mark of all buried electrical wiring prior to any excavation work.</p>
<p>Eye hazards</p>	<p>Ensure the appropriate use of machine guards or splash shields and/or face and eye protection devices, such as safety glasses with side shields, goggles, and/or a full-face shield.</p> <p>Move areas where the discharge of solid fragments, liquid, or gaseous emissions can reasonably be predicted away from places expected to be occupied or transited by workers or visitors.</p>
<p>Welding/ hot work</p>	<p>Provide adequate eye protection such as welder goggles and/ or a full-face eye shield for all personnel involved in, or assisting, welding operations.</p> <p>Special hot work and fire prevention precautions and Standard Operating Procedures (SOPs) shall be developed and implemented if welding or hot cutting is undertaken outside established welding work stations.</p>

<p>Industrial vehicle driving and site traffic</p>	<p>Train and license industrial vehicle operators in the safe operation of specialized vehicles.</p> <p>Ensure drivers undergo medical surveillance.</p> <p>Ensure moving equipment with restricted rear visibility is outfitted with audible back-up alarms.</p> <p>Establish rights-of-way, site speed limits, vehicle inspection requirements, operating rules and procedures.</p> <p>Restrict the circulation of delivery and private vehicles to defined routes and areas, giving preference to ‘one-way’ circulation, where appropriate.</p>
<p>Working environment temperature</p>	<p>Monitor weather forecasts for outdoor work and provide advance warning of extreme weather and schedule work accordingly (adjust work hours, provide temporary shelters (if required), provide protective clothing and ensure adequate hydration).</p>
<p>Ergonomics, repetitive motion, manual handling</p>	<p>Ensure appropriate facility and workstation design, consider the appropriate use of mechanical assistance to eliminate or reduce exertions, select and design tools that reduce force requirements and holding times, provide user adjustable work stations (including left handed persons), incorporate rest and stretch breaks into work processes and conduct job rotation.</p>
<p>Work at heights</p>	<p>Install of guardrails with mid-rails and toe boards at the edge of any fall hazard area, ensure the proper use of ladders and scaffolds, ensure the use of fall prevention devices, provide appropriate training, develop rescue and/or recovery plans, and equipment to respond to workers after an arrested fall.</p>
<p>Illumination</p>	<p>Use energy efficient light sources with minimum heat emission, undertake measures to eliminate glare/ reflections and flickering of lights, take precautions to minimize and control optical radiation, control laser hazards.</p>
<p>Hazardous materials</p>	<p>Identify potential risk of a spill of uncontrolled hazardous materials and prepare a spill control, prevention, and countermeasure plan.</p>
<p>Other</p>	<p>Review and assess known and suspected presence of biological agents at the place of work and implement appropriate safety measures, monitoring, training, and training verification programs.</p>

### 13 Stakeholders

Continued Stakeholder Consultation shall be undertaken during all phases of the project. It is recommended that a Stakeholder Forum be established including directly affected parties, representatives from the local municipality and other identified persons. The forum shall serve to communicate project progress, material changes to the project, grievances received and corrective action taken.

The Stakeholder Engagement Plan (SEP) as presented in Annex 2, is a live document and shall be revised regularly to document all consultation activities proposed and undertaken. The appropriateness and effectiveness of methods of stakeholder engagement should be reviewed on a

regular basis and existing methods revised and alternative methods implemented as required. Specific consideration should be given to the inclusiveness of the method utilised to ensure that all stakeholders including individuals, communities and groups and organisations are included.

## 14 Community Health and Safety

EBJ shall during the project life, continue to seek opportunities (not limited to those identified in the environmental and social impact and risk assessment) to improve environmental conditions which affects the surrounding communities (such as improvement of potable water availability or sanitary wastewater collection, treatment, or discharge) especially where these can be provided at marginal cost to the project.

### 14.1 Community Disease

The Contractor shall be responsible for putting in place adequate surveillance programs to screen the health of workers, which may include documenting and reporting on existing diseases to avoid the introduction of new or highly resistant diseases into host communities. Any health information obtained as part of these efforts may not be used for exclusion from employment or any other form of discrimination.

Specific education and training programs for contractors shall be developed and implemented to prevent the transmission of communicable diseases. Surveillance, active screening and treatment shall be provided to workers to prevent the spread of illness in local communities by:

- Undertaking health awareness and education initiatives;
- Training health workers in disease treatment;
- Conducting immunization programs for workers in local communities to improve health and guard against infection;
- Providing health services (treatment through standard case management in on-site or community health clinic); and
- Promoting collaboration with local authorities to enhance access of worker's families and the community to public health services and promote immunization facilities.

EPC contractor shall identify all health risks to affected communities (such as air and water quality impacts) and take the appropriate steps to avoid, minimize and mitigate such impacts via the provisions of the site- specific Environmental Management Plans which support this ESMS Manual.

### 14.2 Emergency Incidents

EBJ together with its contractor shall, through-out the life of the project, continue to assess possible risks to the communities as it relates to emergency incidents (such as the uncontrolled release of pollutants and fire). Specific and timely information on appropriate behaviour and safety measures shall be adopted in the event of an accident.

Communities and other stakeholders shall have access to information necessary to understand the nature of the possible effect of an accident and an opportunity to contribute effectively, as

appropriate, to decisions concerning hazardous installations and the development of community emergency preparedness and response plans.

Specific attention shall be given to the transportation of any hazardous materials. A procedure shall be developed to ensure compliance with local laws and international requirements relating to the transport of hazardous materials, including waste classification and hazard analysis, labelling, emergency response approach, vehicle and container specifications, training of the drivers, risks associated with the transportation route etc.

Where the consequences of emergency events are likely to extend beyond the project boundary (e.g. hazardous material spill during transportation on public roads), emergency response plans shall be developed based on the risks to the health and safety of the affected community and other potentially affected stakeholders.

Emergency plans shall address the following aspects of emergency response and preparedness:

- Specific emergency response procedures.
- Communication strategy.
- Trained emergency response teams.
- Emergency contacts and communication systems/protocols.
- Procedures for interaction with local and regional emergency and health authorities.
- Protocols for fire truck, ambulance, and other emergency vehicle services.

### 14.3 Safety and Security

Measures to reduce safety and security risk shall include (but is not limited to) the following:

- Access to the Wind Farm shall be restricted especially during construction phase;
- Trespassing on neighbouring properties (by workers) shall be prohibited and the appropriate disciplinary action shall be taken in the event of transgression;
- The appropriate signage shall be placed on the boundary or at the entrance to all construction sites, warning against entering the site and highlighting the health and safety risks; and
- Public awareness programmes shall be developed to identify areas of particular risk and approaches to reduce risk. This may be expanded to include programmes at schools, along the road in order to advise children of the dangers of traffic such as provision of comic booklet regarding the risk/hazard at the project area.

### 14.4 Grievance Mechanism

A general grievance mechanism shall be adopted as presented in Figure 12. The Stakeholder Engagement Plan (SEP) contains the details on the handling of grievances/complaints. A grievance/complaint can be submitted either via a grievance form (as presented in the SEP) or verbally which then should be converted to written format by CLO.

A grievance can be submitted in the following ways:

- By communicating the grievance/complaint to the village head (using the official grievance form, suggestion box or verbally) who will be responsible for reporting the issue to EBJ;

- By submitting the grievance directly to EBJ (either verbally or via the grievance form) to EBJ CLO and/or CLO; and
- By submitting the grievance to the contractor who shall then be responsible for informing to EBJ.

All grievances received shall be forwarded to the CLO/CLO which shall be responsible for recording them in a Grievance/Complaints Register and for implementing the grievance response mechanism.

**Grievance Response Mechanism**

When a grievance is received, the mechanism for dealing with it shall be as follows:

- Grievance received;
- Grievance recorded in the Grievance/ complaints Register;
- For an immediate action to satisfy the complaint, the complainant shall be informed of corrective action; Implement corrective action, record the date and close case;
- For a long corrective action, the complainant shall be informed of proposed action; and
- Implement corrective action, record the date and close case.

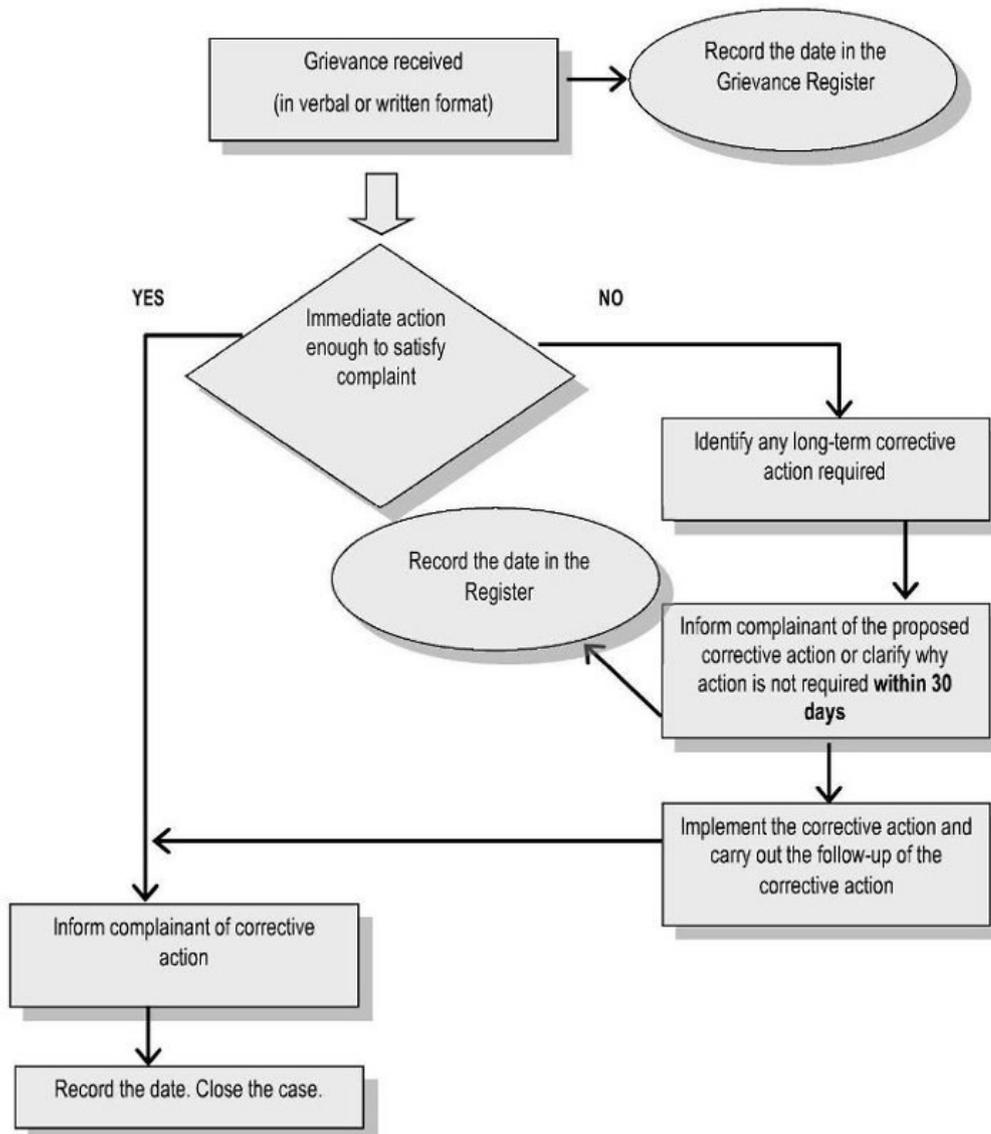


Figure 12 Flowchart for Processing Grievances

## 15 Emergency Preparedness and Response

Appropriate emergency preparedness and response plans shall be developed to ensure the effective management and mitigation of emergency incidents. Procedures shall be developed based on the appropriate classification of the possible incidents. The following aspects of emergency preparedness and response shall be addressed:

- The identification of the emergency scenarios and the development of appropriate and specific emergency response procedures for each scenario.
- The training of emergency response teams on the appropriate procedures and the use of emergency response equipment.
- The identification of emergency contacts and support services and the development of effective communication systems / protocols (including communication with potentially affected communities).
- As part of the development of emergency preparedness and response plans, involve the appropriate government authorities to determine procedures for engagement, communication and reporting (emergency, health, environmental authorities).
- Emergency equipment and facilities shall be provided (e.g., first aid stations, firefighting equipment, spill response equipment, personal protection equipment).
- Development of decontamination / clean-up procedures and identify critical remedial measures to contain, limit and reduce pollution.
- The identification of potential risk relating to the uncontrolled release of hazardous materials and the preparation of a spill prevention, control, and response plans including:
  - Training of operators on spill prevention.
  - Implementation of inspection programmes to confirm the integrity of secondary containment structures and equipment.
  - Development of standard operating procedures for filling containers or equipment and the transfer of hazardous materials.
  - Identification of locations of hazardous materials and associated activities on an emergency plan site map.
  - Identification and availability of the appropriate personal protective equipment.
  - Clarification of roles and responsibilities of individuals or groups as well as the decision process for assessing severity of the release and determining appropriate actions.

## 16 Supply Chain

EBJ shall ensure compliance with the objectives of this ESHS MS by all suppliers. The HSECU may directly communicate with the suppliers to present the requirements as set forth in this ESMS Manual. The purchase order(s) or supply contract(s) shall contain the environmental and social conditions or requirements relevant to the particular materials, equipment or machineries that shall bind the suppliers for compliance.

## 17 Implementation Plan

### 17.1 Time Scheduling

The ESHS-MS requirements set in this document should be implemented at the commencement of the construction phase of the Project. Full use should be made of existing environmental protocols, programs, systems and recording systems where appropriate.

### 17.2 Structure and Responsibility

The EBJ shall set-up an HSEC Unit at the start of the construction phase. However, the required members during the construction stage are only the HSC, EO, CLO and the EPC representatives (comprising of HSE Manager, HSE officer, General affair). During the commissioning stage an additional EO/ HSC may be appointed and as well as the rest of the department heads. The appointed HSC and EO should be regular employees of EBJ. In each department, an initial set of First Aiders shall be nominated per shift of workers. The full details for the roles and responsibilities are presented in Section 9.2.

### 17.3 Training and Awareness

The EO should have undergone training refer to recognized standard (e.g. ISO 14001 training or SMK3L from Indonesian government) that provided by reputable training provider. The HSC shall at the minimum hold a valid AK3-Umum certificate from accredited training/program institution. The nominated First Aiders should also undergo first aid training such as from the Indonesian Red Cross/local Manpower body or private training institution. Ensure that every year a different set of workers shall be nominated and trained as First Aiders. The EO and HSC should roll-out to the employees the ESHS Policies and Procedures. Each employee, contractual workers and service contractors should comply with the ESMS. As for the CLO/CLO, only those who have prior experience on community relations shall be hired.

In the course of the performance of duties for both the EO and HSC, additional trainings maybe be prescribed to augment their technical capabilities and/or update their knowledge on the latest laws and regulations. The knowledge gained in these trainings should be rolled-out to the rest of the employees on a case-by-case basis. Similarly, CLO/CLO may undergo further trainings whenever there are available courses offered by reputable providers.

EBJ shall establish and maintain procedures to make employees serving various functions at various levels, and contractors aware of:

- a) The Environmental and Social Policy and the commitments for the plant operations in accordance with the international and local regulations
- b) The importance of the ESMS requirements.
- c) The roles and responsibilities for achieving conformance with the ESMS.
- d) Potential consequences of deviation from specified operating procedures.

The summary of initial training and awareness program is presented in Table 20-1.

Table 14 - Environmental and Social Awareness and Training Program

Awareness/Training Requirement(s)	Personnel	Schedule	Status/Remarks
ISO 14001 or AMDAL course A/B/C or SMK3L course by accredited training provider	Appointed EO	Prior to Construction Phase	-
At least AK3 umum by accredited training provider	Appointed HSC	Prior to Construction Phase	-
First Aid Training at Red CLOss or any Disnaker accredited agency	Nominated Plant Personnel from each Department	Yearly at the start of the Operation	Different batch of personnel per year
Presentation of EBJ ESMS as part of the Induction Process	New Employees	Immediately after hiring	
Heavy Equipment/Machineries Operation Training through <i>Disnaker</i> accredited training	Equipment Operator	Immediately after hiring	

EBJ together with PP-Siemens to established procedures for maintaining records of all training to be performed, including the name of the person trained, the date of training, the name of the trainer, and a description of the training content.

### 17.4 Communication

EBJ shall establish and maintain procedures for the following:

- a) Internal communication between various functions and levels
- b) Receiving documenting and responding to external party interests

### 17.5 Incident Management, Non-Conformance and Corrective Action

EBJ through the HSECU shall provide a summary report of incidents and investigation outcomes for key incidents in the routine reports.

Notifiable environmental and social incidents of relevance to this EMP include:

- Regulatory non-compliance including permit / licences exceedance, liquids loss of containment (oils, diesel, hazardous liquids, chemicals);
- Solids loss of containment - > 40kg hazardous materials;
- Any stakeholder complaint or grievance; and
- Event that has heightened social impact or community concern or has the potential to attract adverse media attention.

The HSECU shall determine if EBJ personnel and/or its contractors should be included in the investigation of an incident or manage an incident based on an analysis of the potential impacts of the incident to the business.

The EBJ Emergency Preparedness and Response Plan (ERP) describes the emergency management processes for possible types of potential emergency situations. The ERP shall be established by the EPC contractor. The ERP details the processes and procedures used by project for managing emergency situations that may occur to activities managed by either the EBJ Personnel or the contractors/sub-contractors. The EPC contractor is responsible for development and implementation of all relevant measures to protect people, the environment and property in the case of an emergency situation associated with its activities. The purpose of the ERP is to ensure that adverse impacts to people, the environment and property resulting from a crisis event are prevented / minimized through managing the event and enabling recovery to normal activities. It aims to minimize the disruption to EBJ's operations, including the management of the impact in relation to EBJ's reputation.

Priorities during a crisis event are to:

- Ensure the safety of all EBJ personnel including contractors potentially affected by the crisis;
- Eliminate / minimize adverse impact on the environment (biophysical and social); and
- Minimize the impact on EBJ property, assets and the business.

Corrective actions (those that correct an actual deficiency) and preventive actions (those that remove the causes of a potential issue) are identified in response to a variety of management process and operational outcomes including the following:

- Risk assessments;
- Communications;
- Incidents and emergencies;
- Emergency preparedness and response planning;
- Audits; and
- Reviews.

EBJ will develop a system for tracking all actions, including corrective and preventive actions as described above. Actions are prioritized, periodically reviewed and completed in a timely manner. The EBJ Action Log tracks and manages actions including email notification of new actions and reminders for actions requiring completion, editing of action information by the responsible person and action status reporting.

Corrective and preventive actions arising from non-conformances and incidents at the Wind Farm activities are managed in accordance with the incident management plan contained in the ERP. Tracking of corrective and preventive actions should be provided, once responsibilities have been assigned and accepted, and completion deadlines have been set. Details of corrective actions are

recorded in the incident logs and the actions are tracked to completion. Actions managed in an external contractor's system shall still be summarized in the incident logs. Recorded details of actions include:

- A clear description of the task;
- The action creator (the 'Assigned By' person in the incident logs);
- The action assignee (the 'Assigned To' person in the incident logs); and
- The required completion date;
- The person responsible for checking and closing the action.

Under the incident management system, contractors/sub-contractors are responsible for the implementation of all corrective actions and controls necessary to prevent recurrence of incidents within their areas of responsibilities.

Contractors and sub-contractors are to review and analyse all corrective actions and may propose corrective controls to prevent recurrences. The principal contractor HSE Manager or SO is accountable to ensure that controls put in place are in compliance with relevant standards by:

- Analyzing all processes, operations, concessions, environmental records, reports including complaints, to detect and eliminate potential causes of non-compliance;
- Initiating preventative actions to deal with problems to a level corresponding to the risk encountered;
- Maintaining records of reviews and corrective actions;
- Maintaining a log of corrective and preventative actions for all incidents; and
- Tabling incident logs tabled at weekly progress meetings and monitored to ensure their effectiveness and timely close out of corrective actions.

Contractors shall be required to maintain a Non-Conformance / Incident Register and provide details of any such event in the Monthly Report to the ESHSU. The Register should be available for inspection by stakeholders approved by EBJ.

## 17.6 Documentation

The EBJ shall maintain information relating to key elements of the ESMS in hard copy and electronic format.

A documentation control system should be established and maintained to ensure that documentation is prepared in a standardized manner, stored and retrieved for use and review.

## 17.7 Emergency Preparedness and Response

EBJ together with the contractor/sub-contractor shall identify activities with a high potential for accident and emergency situations, and develop emergency preparedness and response procedures for such activities where none exist currently.

## 17.8 Monitoring

EBJ shall have systems in place to monitor and report environmental and social performance, as well as to assess and audit the effectiveness of the contractors' systems and plans (and those of their sub-contractors) to be able to manage and mitigate risks.

The contractors should develop and implement monitoring programs in their respective areas to measure the performance of various project activities against pre-approved objectives, standards or measures to meet the statutory approval regimes under all applicable Indonesia environmental and social laws. Monitoring required under these jurisdictions shall be conducted by suitably qualified persons. The monitoring methods, locations, parameters and frequency are specified in the relevant approval conditions under these authorities.

During the construction and operation phase the monitoring programs as set in the EMP and required by the BLHD shall be implemented based on the established protocols for each parameter. A lender's third party monitoring will also be undertaken at least in annual basis during the construction phase and number of years during the operation phase.

## 17.9 Auditing

The EBJ shall establish and maintain programme and procedures for auditing the ESMS to ascertain whether or not the ESMS requirements has been conformed to and has been properly implemented and maintained. Auditing of compliance with the ESMS shall be undertaken at least on an annual basis or more frequent if deemed necessary.

## 17.10 Reporting, Notification and Records Management

Reporting and incident notification should be handled as part of the respective Incident Management processes managed by EBJ, EPC Contractor and its sub-contractors, as well as contractors engaged during operation and abandonment phases of the project. The Incident Management process is described in Section 18.5.

The following are the reporting requirements consistent with each of the management plans:

- The EPC Contractor shall provide monthly updates on routine monitoring and auditing results;
- Non-routine monitoring and auditing results shall be communicated to the ESHSU Manager as they become available;
- As per AMDAL requirements, the EO shall be responsible for the preparation and submission of six-monthly monitoring report to BLHD and other related authorities;
- The HSC shall prepare and submit to the Manpower body (Regency of Jeneponto) the occupational safety and health reports;
- Where additional reporting is required it is noted within the relevant management plan.

The EPC Contractor and its sub-contractors are required to notify relevant authorities as soon as reasonably practicable within fixed periods of becoming aware of incidents or non-compliances that

result in, (or could result in), harm. These notification requirements are specified in the act number 13 of 2003

The incidents and non-compliance notifications and reporting regime may cover a range of triggers, these include but not limited to the following incidents:

- Any release of contaminants not in accordance with the conditions of the MoE emissions and effluents standards;
- Accidents resulting to injuries or fatality(ies) should be reported based on the MoL requirements;
- Any other non-compliance with any condition of the MOE and/or MOL regulations and/or standards;
- Any event where environmental or personal harm has been caused or may be caused; and
- Releases of any volumes of contaminants where potential serious or material environmental harm has occurred or may occur.

Apart from providing specific details of the incident or non-compliance, EBJ should investigate the cause of the incident or non-compliance and provide the administering authority written reports, which should include:

- The root cause of the emergency or incident;
- The confirmed quantities and types of any contaminants involved in the incident;
- Number of people involved in the incident;
- Results and interpretation of any analysis of samples taken at the time of the emergency or incident (including the analysis results of any impact monitoring);
- A final assessment of the impacts from the emergency or incident including any actual or potential environmental or personal harm that has occurred or may occur in the longer term as a result of the release or incident;
- The success or otherwise of actions taken at the time of the incident to prevent or minimize environmental or personal harm;
- Results and current status of stakeholders' consultation, including commitment to resolve any outstanding issues and/or concerns; and
- Actions and/or procedural changes to prevent a recurrence of the emergency or incident.

EBJ shall provide written advice to MOE of the results of any monitoring performed in relation to an emergency or incident that results in the release of contaminants not in accordance with, or reasonably expected not to be in accordance with, the emissions and effluents standards. The report shall be provided as soon as practicable, but not more than six weeks following the specific monitoring activities.

Observed non-conformances and incidents associated with non-conformances should be recorded and reported using the Incident Management processes that have been established by EBJ and the EPC contractor. Where non-conformances are identified as a result of a site inspection, assessment or audit, the results should be contained in the relevant inspection, assessment and audit reports, and corrective and preventive actions assigned to responsible managers and tracked until they are closed out.

EBJ shall require the EPC Contractor to report lagging and leading HSE indicators against targets to EBJ monthly on the 15th business day after the end of each month. Specific measurements for the EBJ SO and EPC Contractor to report are set out in the OSH Plan, and may include:

- Employee and contractor working hours;
- Recordable injuries;
- Environmental or social incidents;
- Number of near misses;
- Number of observations, including hazards and positive behaviors; and
- Other leading indicators reviewed and agreed during HSE strategic planning based on the stage of business development and priority risks, and being representative of HSE management system effectiveness and HSE culture that can affect future performance and guide improvement plans.

The EBJ EO and the EPC Contractor are responsible for ensuring that relevant metrics are tracked and reported in the monthly performance reports.

External reporting of the project’s environmental and social performance (other than reporting to Regulatory authorities) is currently limited to the provision of data and case studies for public sustainability reports prepared by the ESHSU submitted to the Lenders and other external reports as may be necessary.

The EPC Contractor shall establish and maintain procedures for identification and maintenance of EMP records.

## 17.11 Management Review

The purpose of this procedure is to:

- ensure that management reviews are conducted regularly;
- ensure that an accurate reporting system is in place documenting the results of the management reviews; and
- ensure continual development for the ESHS-MS.

The review shall be carried out by management annually. The following item of ESHS-MS shall be reviewed:

- ESHS performance;
- Changes to activities/ products, and/or services, and developments in ESHS legal and other requirements related to ESHS aspects;
- Results of the internal and external ESHS-MS audits;
- Communications to stakeholders including complaints;
- Follow-up actions from previous management reviews;
- Status of corrective and preventive actions; and
- Opportunities for continual improvements.

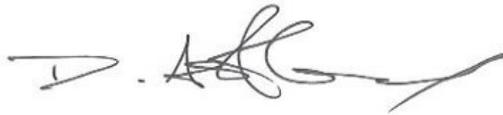
**APPENDIX 1**  
**Environmental, Social, Health and Safety Policy**

<b>ENVIRONMENTAL, SOCIAL, HEALTH, and SAFETY (ESHS) POLICY STATEMENT</b>	<b>KEBIJAKAN LINGKUNGAN, SOSIAL, KESEHATAN, dan KESELAMATAN KERJA (K3L dan SOSIAL)</b>
<p><b>Our Commitments</b></p> <p>PT Energi Bayu Jeneponto (EBJ) is committed to the effective implementation of our ESHS Policy and to the continual improvement of our ESHS performance.</p>	<p><b>Komitment Kami</b></p> <p>PT Energi Bayu Jeneponto (EBJ) berkomitmen pada pelaksanaan Kebijakan K3L dan Sosial yang efektif dan kepada peningkatan kinerja yang berkelanjutan dalam aspek K3L dan Sosial kami.</p>
<p><b>Environment</b></p> <p>We care for the environment. It is in the nature of our business as a renewable energy IPP that we are contributing to the reduction of Greenhouse Gas (GHG) emissions. The largest anthropogenic source of GHG has been from fossil fuel burning to generate electricity. We have strong commitment to sustainable development by providing electricity generated from renewable resources.</p> <p>We are committed to comply with the following principles:</p> <ul style="list-style-type: none"> <li>• Compliance with applicable environmental laws and regulations;</li> <li>• Efficient use of resources, cleaner production principles in product design and production processes; and</li> <li>• Prevention of pollution and minimizing the environmental impacts of our operations including the materials that we use.</li> </ul>	<p><b>Lingkungan</b></p> <p>Kami peduli terhadap lingkungan. Adalah keinginan dari bisnis kami sebagai pengembang energi terbarukan untuk dapat berkontribusi terhadap penurunan emisi Gas Rumah Kaca (GRK) yang sebagian besar berasal dari pembakaran bahan bakar fosil untuk produksi listrik. Kami memiliki komitmen kuat terhadap pembangunan berkelanjutan dengan menyediakan listrik dari sumber terbarukan.</p> <p>Kami berkomitmen untuk memenuhi prinsip-prinsip berikut:</p> <ul style="list-style-type: none"> <li>• Mematuhi hukum dan peraturan yang berlaku yang berkaitan dengan lingkungan hidup;</li> <li>• Penggunaan sumber daya secara efisien, prinsip produksi yang lebih ramah lingkungan, baik dalam desain produk dan proses produksi, dan</li> <li>• Menghindari polusi dan meminimalisasi dampak lingkungan dari proses operasi kami, termasuk di dalamnya material yang kami gunakan.</li> </ul>
<p><b>Community and Stakeholder Engagement</b></p> <p>We strive to be a valued corporate citizen to the communities in the vicinity of our operations.</p> <p>We are committed to the following principles:</p> <ul style="list-style-type: none"> <li>• We respect the values and cultural heritage of local communities;</li> <li>• We aim to improve the livelihood of local community where possible and to minimize any impact on their living conditions;</li> </ul>	<p><b>Keterlibatan Masyarakat dan Pemangku Kepentingan</b></p> <p>Kami senantiasa berusaha menghargai keberadaan masyarakat di tempat kami beroperasi.</p> <p>Kami berkomitmen pada prinsip-prinsip berikut:</p> <ul style="list-style-type: none"> <li>• Kami menghargai nilai-nilai dan warisan budaya masyarakat lokal;</li> <li>• Kami berusaha meningkatkan taraf hidup masyarakat lokal dan meminimalisasi</li> </ul>

<ul style="list-style-type: none"> <li>We are committed to developing strong, constructive, and responsive relationships with the affected communities and stakeholders including but not limited to government entities, non-governmental organizations (NGOs), shareholders, and other interested parties in carrying out our activities including planning, design, construction, and operation.</li> </ul> <p>We will achieve this objective through stakeholder engagement, operating a robust grievance mechanism, and ongoing reporting to the affected communities.</p>	<p>timbulnya dampak pada keberlangsungan hidup masyarakat;</p> <ul style="list-style-type: none"> <li>Kami berkomitmen untuk mengembangkan hubungan yang kuat, konstruktif, dan responsif dengan komunitas terdampak dan pemangku kepentingan, termasuk namun tidak terbatas pada pemerintah, lembaga swadaya masyarakat (LSM), pemegang saham, dan pihak lain yang berkepentingan dalam pelaksanaan kegiatan kami, termasuk pada aktivitas perencanaan, desain, konstruksi, dan operasi.</li> </ul> <p>Kami akan mencapai tujuan ini melalui keterlibatan pemangku kepentingan, pelaksanaan mekanisme keluhan yang baik, dan pelaporan secara rutin kepada komunitas yang terdampak.</p>
<p><b>Labor and Working Conditions</b></p> <p>We and our contractors recognize our responsibility to respect and protect the rights of our workers.</p> <p>We adopt the following principles:</p> <ul style="list-style-type: none"> <li>We obey and comply with local labor practices relating to term of employment, work hours, payment of wages, and maintaining good working relationships with our workers; and, <b>we demand the same from our contractors;</b></li> <li>We will not employ or support the use of any form of child labor or forced/coerced labor, either <b>directly or through suppliers or contractors;</b></li> <li>We respect our workers' right to associate and engage in the collective bargaining process pursuant to local labor practices;</li> <li>We guarantee our workers that they will be free from all forms of harassment and discrimination based on race, color, religion, national origin, gender (including pregnancy), age, disability, sexual orientation, gender identity, HIV status, marital status, or any other status protected by the laws and regulations in the locations where we operate; and</li> <li>We protect workers' rights by allowing each worker to deal directly with management on</li> </ul>	<p><b>Kondisi Kerja dan Tenaga Kerja</b></p> <p>Kami dan seluruh kontraktor kami menyadari tanggung jawab kami untuk menghargai dan menjaga hak-hak pekerja kami.</p> <p>Kami mengadopsi prinsip-prinsip berikut:</p> <ul style="list-style-type: none"> <li>Kami mematuhi dan taat kepada peraturan ketenagakerjaan yang berkaitan dengan masa kerja, jam kerja, pembayaran upah, serta menjaga hubungan kerja yang baik dengan pekerja kami; dan <b>kami menuntut hal yang sama dari kontraktor kami;</b></li> <li>Kami tidak akan mempekerjakan atau mendukung segala bentuk kegiatan yang mempekerjakan anak, pekerja paksa, baik <b>secara langsung maupun melalui pemasok atau kontraktor;</b></li> <li>Kami menghargai hak pekerja kami untuk berasosiasi dan terlibat dalam proses perundingan bersama sesuai dengan peraturan ketenagakerjaan;</li> <li>Kami menjamin agar pekerja kami bebas dari segala bentuk pelecehan dan diskriminasi berdasarkan ras, warna kulit, agama, asal negara, jenis kelamin (termasuk wanita hamil), usia, kecacatan, orientasi seksual, identitas gender, status HIV, status pernikahan, atau status lainnya yang dilindungi oleh hukum dan peraturan di lokasi kami beroperasi; dan</li> </ul>

<p>issues of importance to that worker. Thus, we provide a grievance mechanism to receive, analyze, and address workers' concerns.</p>	<ul style="list-style-type: none"> <li>Kami melindungi hak-hak pekerja dengan mengizinkan setiap pekerja untuk berurusan langsung dengan pihak manajemen mengenai isu-isu penting bagi pekerja bersangkutan. Dengan demikian, kami akan menyediakan mekanisme untuk menerima, menganalisa, dan mengatasi keluhan dari pekerja tersebut.</li> </ul>
<p><b>Health and Safety</b></p> <p>We do not compromise the health and safety of our workers and our contractors' workers. We will provide a safe and comfortable working environment to our workers and will ensure our contractors to do the same. We aspire to achieve a <i>Zero Harm</i> track record for all of our workers as well as the surrounding communities. It is our fundamental belief that all accidents can be prevented.</p>	<p><b>Kesehatan dan Keselamatan Kerja (K3)</b></p> <p>Kami tidak akan berkompromi terhadap masalah kesehatan dan keselamatan kerja (K3) atas pekerja kami dan pekerja kontraktor kami. Kami akan menyediakan lingkungan kerja yang aman dan nyaman kepada pekerja kami dan memastikan bahwa kontraktor kami juga melakukan hal yang sama. Kami mengedepankan pencapaian <i>Zero Harm</i> untuk semua pekerja serta masyarakat sekitar. Keyakinan utama kami adalah bahwa semua kecelakaan kerja dapat dihindari.</p>
<p><b>Our Actions</b></p> <p>To meet our ESHS commitments, we will:</p> <ul style="list-style-type: none"> <li>Ensure that all activities undertaken by us, our contractors and consultants are complying with the applicable regulations of the Republic of Indonesia as well as international standard that we are subscribed;</li> <li>Continuously review, measure, and evaluate our environmental, social, health, and safety objectives;</li> <li>Perform Environmental, Social, Health, and Safety Management System (ESHS-MS) performance reviews, which will be reported to Senior Management to ensure the effectiveness of ESHS-MS implementation;</li> <li>Take any necessary and appropriate follow-up action to ensure the intent of the ESHS policy is met, that procedures and plans are being implemented, and are seen to be effective;</li> <li>Ensure that all workers, shareholders, and other stakeholders understand our ESHS Policy commitments; and</li> <li>Manage external interactions through an active stakeholder engagement program and</li> </ul>	<p><b>Aksi Kami</b></p> <p>Untuk memenuhi komitmen K3L kami, kami akan:</p> <ul style="list-style-type: none"> <li>Memastikan bahwa semua aktivitas yang dilakukan oleh kami, kontraktor, dan konsultan kami memenuhi persyaratan peraturan yang berlaku di Republik Indonesia juga persyaratan internasional lainnya yang kami adopsi.</li> <li>Secara berkelanjutan mengkaji, mengukur, dan mengevaluasi tujuan kami dalam hal lingkungan, sosial, kesehatan, dan keselamatan kerja;</li> <li>Melakukan tinjauan kerja Sistem Pengelolaan Lingkungan, Sosial, Kesehatan, dan Keselamatan Kerja (K3L dan Sosial) yang akan dilaporkan kepada pihak manajemen senior untuk memastikan efektivitas pelaksanaan ESHS-MS;</li> <li>Mengambil tindakan tindak lanjut yang tepat untuk memastikan maksud dari kebijakan K3L dan Sosial dapat terpenuhi, dan segala prosedur dan rencana dapat terlaksana secara efektif.</li> <li>Memastikan semua pekerja, pemegang saham, dan pemangku kebijakan lainnya memahami komitmen dalam Kebijakan K3L dan Sosial kami; dan</li> </ul>

<p>a mechanism to receive, analyze, and address stakeholder grievances.</p>	<ul style="list-style-type: none"><li>• Mengelola interaksi eksternal melalui program keterlibatan aktif para pemangku kepentingan dan mekanisme untuk menerima, menganalisis, dan mengatasi keluhan dari pemangku kepentingan.</li></ul>
<p>This Policy will be communicated to all staffs and stakeholders of EBJ.</p>	<p>Kebijakan ini akan dikomunikasikan kepada seluruh staf dan pemangku kepentingan dari EBJ.</p>



President Director / Presiden Direktur  
September 2017

[CONFIDENTIAL INFORMATION DELETED]

## APPENDIX 2

# Stakeholder Engagement Plan



# PT ENERGI BAYU JENEPONTO 76 MW TOLO I WIND FARM PROJECT STAKEHOLDER ENGAGEMENT PLAN (SEP)

An Affiliate of



August 2017

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This Stakeholder Engagement Plan outlines PT Energi Bayu Jeneponto's ("EBJ" or the "Company") approach on providing a platform for consultation and disclosure with Project stakeholders throughout all phases of the project. The SEP sets out the approach the Project will adopt to implement an effective engagement program with stakeholders over the life of the Project. This document shall be revised/updated intermittently for any changes or modifications that shall be implemented during all phases of the project.

## DOCUMENT REVISION CONTROL

### DOCUMENT SIGNOFF

[CONFIDENTIAL INFORMATION DELETED]

Nature of Signoff	Person	Signature	Date	Role
Author				ESHS Manager
Reviewer				Head of Projects
Approved				Ass. Director

### DOCUMENT CHANGE RECORD

Date	Version	Author	Change Details
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## APPENDIX

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Appendix 2 : Grievance Register

## List of Acronyms/Abbreviations

EBJ	-	PT Energi Bayu Jenepono.
CEMP	-	Construction Environmental Management Plan
MOE	-	Ministry of Environment
MOE	-	Ministry of Energy
MOH	-	Ministry of Health
MOL	-	Ministry of Labor
EP	-	Environmental Permit
EHS	-	Environmental, Health and Safety
EMB	-	Environmental Management Bureau
EMP	-	Environmental Management Plan
EPC	-	Engineering, Procurement and Construction
ESDD	-	Environmental and Social Due Diligence
ESMP	-	Environmental and Social Management Plan
ESMS	-	Environmental and Social Management System
GWh	-	GigaWatt-hour
HSE	-	Health, Safety and Environment
HSMS	-	Health and Safety Management System
AMDAL	-	<i>Analisis Masalah Dampak Lingkungan</i> (local Environmental Impact Assessment)
IFC	-	International Finance Corporation
MW	-	MegaWatt
O&M	-	Operation & Maintenance
OE	-	Owner's Engineer
EO	-	Environmental Officer
SMK3	-	Indonesia Occupational Safety & Health Standards
PS	-	Performance Standard
SEP	-	Stakeholder Engagement Plan

## 1 Introduction

### 1.1 OVERVIEW

Equis Energy is a dedicated renewable energy developer and asset manager established with the aim of constructing and owning 1,000 MW of wind, solar and hydropower assets in Indonesia. Equis Energy was formed in 2015 with a vision to be Indonesia's leading developer and owner of wind and solar energy. Equis Energy is based in Jakarta and has established regional offices in its project areas.

The Tolo Wind Farm aims to develop and operate a 72 MW wind farm in order to supply power to the South Sulawesi grid. Recent policy decisions by the Government of Indonesia (GoI) have encouraged significant power investment in Indonesia, including for renewable energy. As such the Project has in part been developed to take advantage of these opportunities, while also supplying clean renewable power to the local market.

The Tolo Wind farm project will have significant environmental and social benefits including:

- Producing enough power for roughly 36,000 Indonesian households connected to the grid.
- Providing 160 local employment opportunities over the construction and operation of Jeneponto Wind Farm.
- Saving approximately 45,000,000 litres of water in comparison to the operation of a modern coal fire power plant. The cumulative saving of freshwater would be around 1,047 million litres over a 25-year period.
- Producing 38,000 tonnes less of CO<sub>2</sub> than an equivalent conventional power plant for the cumulative saving of over 895,000 million tonnes of CO<sub>2</sub> over a 25- year period.

This Stakeholder Engagement Plan (SEP) is designed with the aim of providing a platform for consultation and disclosure with Project stakeholders throughout all phases of the wind farm project. The SEP sets out the approach the Project will adopt in order to implement an effective engagement program with stakeholders over the life of the Project. Good relations between the Project and its surrounding communities and relevant stakeholders will be essential for the Project to acquire and maintain its social license to operate. It is also an important means for receiving community feedback on project related concerns, perceptions and expectations as well as enabling the Project to disseminate information to the community.

### 1.2 SOCIAL AND ECONOMIC SETTING OF PROJECT AREA

Based on analysis of data obtained from the literature and community leaders in the study area, it is known that Jeneponto community has a long root of social and cultural history. The Social and cultural development of Jeneponto was further highlighted by the existence of two major kingdoms, Kingdom of Bangkala in the west and Kingdom of Binamu in the east. Information on both kingdoms is based on archaeological data, text and literature, as well as oral tradition told by local people.

Kingdoms of Bangkala and Binamu are two political forces that emerged at about the same period, they have played significant roles in the history of Jeneponto and South Sulawesi. Although the process of unification between the two kingdoms took place since the mid-15th century AD, the formation process of community group entities and early neighborhoods have occurred in the year 1300 M. Entering the 16th century, Jeneponto was also influenced by the Dutch, and later Japanese

colonialism that lasted until the independence of Indonesia. The social and cultural characteristics of Jeneponto society also enriched by the growing influence of Islam.

The long-established dynamics of social, economic, and political process have formed a distinctive characteristic of Jeneponto community. Society of Jeneponto today is dominated homogeneously by Makassar ethnic. The daily language used is Makassareese language. In everyday life, people of Jeneponto is still much attached to *pangadakkan* value, the norms that govern how one should behave towards fellow human beings. In addition, people of Jeneponto also upholds the cultural value called "*siri 'na pacce*".

The concept of *siri'na pacce'* is abstract, but its manifestations can be observed in social reality. For example *siri'* describes character of Makassar which is tough. From interviews with community at the project area, it is found that besides identifying themselves as Makassarese, the villagers also identify their identity as people who have tough character, which is derived from *rewa* trait, meaning brave or courageous as the embodiment of keeping someone's *siri*, especially in keeping the honor and dignity of the norms which they believed. *Siri'* character also becomes the driving force for them to work hard, by leaving the region to fulfill the economic needs. Economic improvement will raise their status and pride in society.

The community at the project site is quite open to new comer as long as they respect the norms and traditions that prevail in local communities. The migrants at the affected villages primarily come from areas around South Sulawesi region. However, it seems that the immigrants with Tionghoa ethnic background, or what they call "*Cina*", are not welcomed. Restricted stance is characterized by the absence of Tionghoa ethnic in this area. The local residents do not allow the presence of Tionghoa ethnic to live and run their businesses. Primordial attitude of community collectively has become a social reality that has been widely known by the public in South Sulawesi.

In the context of religious behavior, the society at the site is known as the fanatical adherents of Islam. One of the interesting facts from the religious social reality is their resistance against the influence of any religion other than Islam. It is proven by the prohibition to build worship building from other religions, especially construction of a Church. In South Sulawesi, Jeneponto is known as an area that does not have a building of worship other than *Masjid* (Mosque). In addition, there is no information about the existence of non-Muslims that lives in the villages of the project area.

In terms of conflict reconciliation, the village head plays an important role as a mediator. If the conflict cannot be resolved in the village it is processed at the district level police office. Other parties involved in conflict resolution include the Jeneponto District Government.

Agriculture plays majority of the economic sector in villages at the project area, followed by services sector such as transportation and construction labor and small number of people work as government officer. The majority of women in the community are housewives who maintain a conventional domestic role of taking care of the household and children.

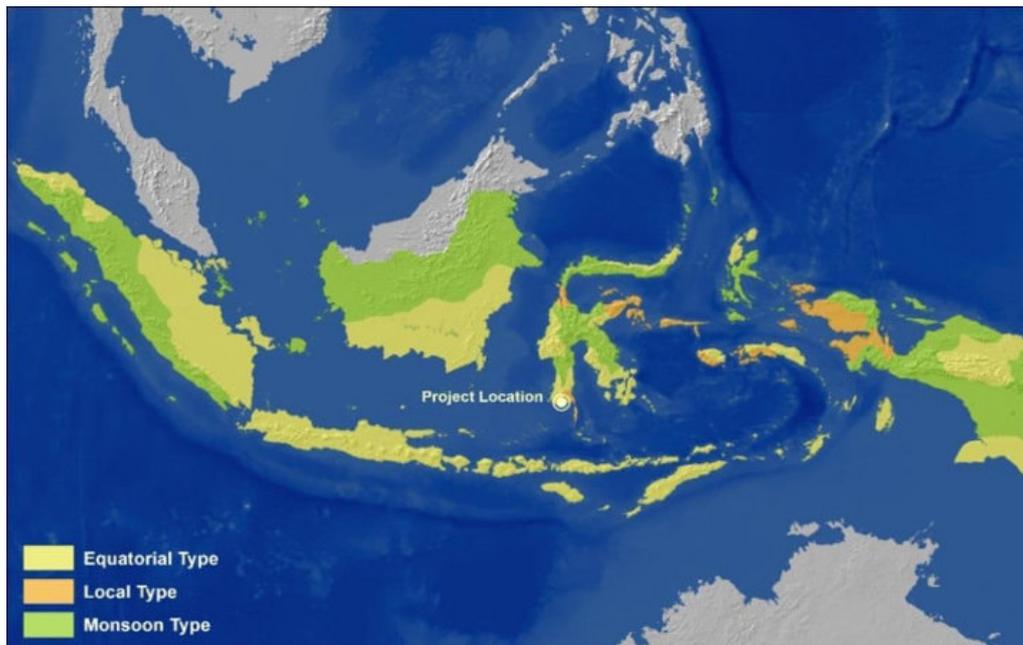
The AMDAL (Analisa Mengenai Dampak Lingkungan) or the Regulatory Environmental Impact Assessment documents reveal that stakeholders consulted are aware of the Project. Direct one on one surveys and a series of public consultation were conducted throughout the AMDAL process. The activities involved representative of community members and other key stakeholders in the affected villages and governmental agencies of Jeneponto and south Sulawesi province government.

The AMDAL document also confirms that those consulted community largely have a positive attitude towards the project. However, the communities expect benefits in terms of local worker recruitment, opportunities for local suppliers such as provision of materials and catering

The community discussed several concerns particularly in regards to potential road traffic accidents during the construction phase due to road damage caused by the heavy project equipment and vehicles. Other concerns include noise, dust and vibration from the project activities and land acquisition when the farm is operational.

## 2 Project Description

EBJ intends to construct the Project in the Empoang and North Empoang Villages in Binamu District; the East Kayuloe, West Kayuloe, Bontomatene, Parasangan Beru Villages, Turatea District; the Maccini Baji village in Batang District; and the Kalumpangloe Village in Arungkeke District, all villages being part of the Jeneponto Kabupaten (Regency) (Figure 1-3).



*Figure 1 - Project Location*

The Project is accessible by land using the Jl. Poros and Jeneponto - Bantaeng road at about the 98 km marker from Makassar Port in South Sulawesi (about 2 hours by car). The flight from Jakarta to Makassar takes about 90 min. The Project covers a total area of about 60 ha, of which the tower foot prints account for about 13 ha.

Main Project components and associated facilities include turbine towers with generator and propeller; access roads; and local electric network together with the connection to the electricity grid (Figure 1-4). These components detail as follows (see Section 4 for more details):

- 20 Turbine towers with a height of 135 meters;
- Propeller rotor with a length of 63.5 meters;
- Turbine tower site with crane hardstand area (about 44 x 144 meters each);
- Permanent Project roads 14 km in length and about 5 to 8 meters in width (which includes road shoulders);
- Pooling Substation occupying an area of about 1.2 to 4 ha;
- Operations and Maintenance facilities (O & M Facilities) of about 2 ha;
- 33 kV underground collector system connecting the turbines; and
- 150 kV overhead transmission line to PLN Jeneponto substation with a length of about 3.5 km.

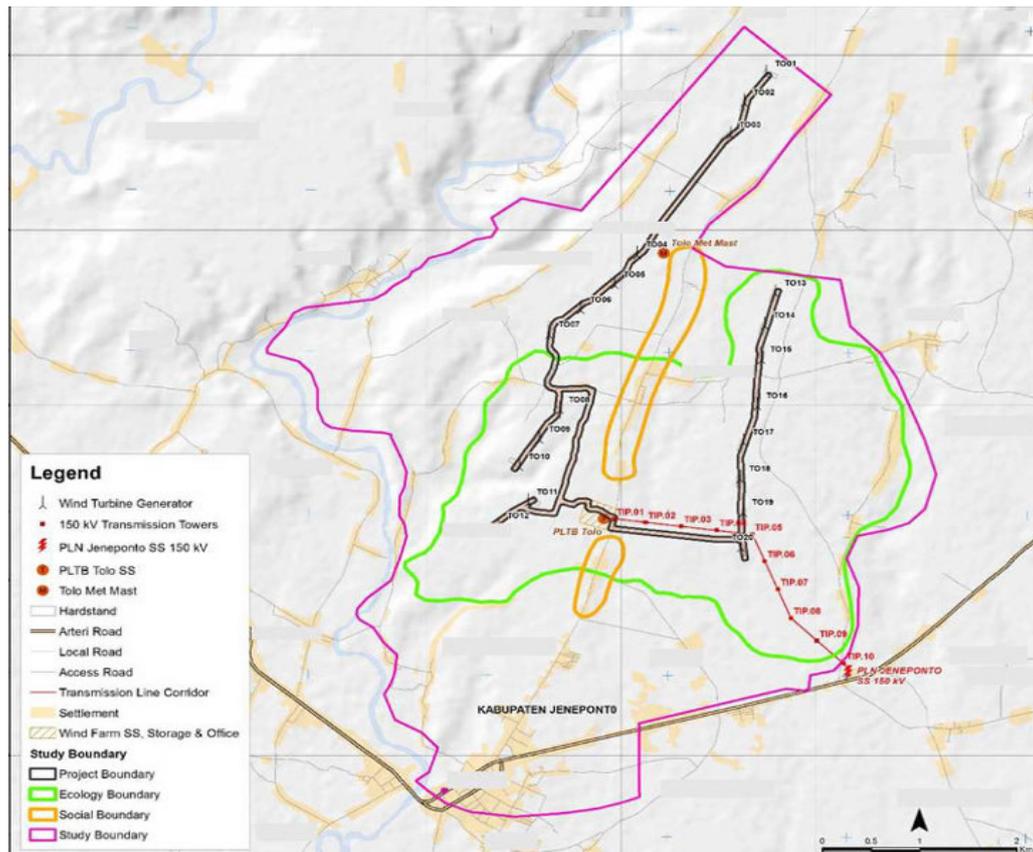


Figure 2 - Project Layout

### 3 REGULATION AND REQUIREMENTS

PT. EBJ aims to ensure that the Project complies in all respects with Indonesian law and regulatory requirements for public consultation and disclosure. In addition, as the company desires to meet international best practice, the project is also seeking to comply with the International Finance Corporation's guidance on stakeholder consultation and disclosure which serves as an international benchmark for good practice.

This section outlines the key Indonesian legislation and international guidelines concerning stakeholder engagement which apply to the Project. It also sets out the key principles concerning public or stakeholder consultation and the disclosure of Project information.

#### 3.1 PUBLIC CONSULTATION REQUIREMENTS UNDER INDONESIAN REGULATION

Equis Energy is committed to upholding all applicable laws and regulations of the Government of the Republic of Indonesia. Laws and regulations most applicable to stakeholder consultation and disclosure activities are summarized in Table 3-1.

Tabel 1 - National Regulation Framework for Stakeholder Consultation and Information Disclosure

Regulation Content Citation		
Law (UU) No. 23 of 1997 about "Environmental Management"	<ul style="list-style-type: none"> <li>The community has the right to receive clear information about the Project's environment management planning;</li> <li>Every company is obligated to provide clear information regarding business operations and environmental management to the community and public; and</li> <li>Every company is needed and mandated to share the clear information and / or report related to their business operation to the community and public.</li> </ul>	Article No. 5 Paragraph 2
Government Regulation (PP) No. 27 of 1999 on "Environmental Impact Assessment"	Discusses sharing information and encouraging participation of the community in terms of the environmental management plan, implementation and monitoring.	Article No. 34 Paragraph 1
Regulation of the State Minister for Environment No. 17/2012 regarding Guidelines for Community Involvement in the Process of Environmental Impact Assessment and	<p>This regulation as guarantee and guidelines the implementations of community involvement in the process of environmental impact assessment and environmental permit.</p> <p>Stated that the mandatory notification should be using 2 mandatory media i.e.</p> <p>1) printed media such as local newspaper and/ or national newspaper (if required by EIA assessment authority</p>	<p>Chapter II: Part B, point b</p> <p>Chapter III: Part B, point 1.b</p>

In addition, this regulation also mention that the notification should be conveyed through multimedia which effectively accessible to the community such as website and bulletin board in the Project plan location which easily to reach by the affected community.

### 3.2 IFC PERFORMANCE STANDARDS

In April 2006 the IFC, a member of the World Bank Group (WBG), released a set of Performance Standards (PSs) based upon the original World Bank Group Safeguard Policies, which recognize further the specific issues associated with private sector projects. The IFC PSs have been broadened now to include issues such as greenhouse gases, human rights, indigenous peoples, cultural heritage, land acquisition and resettlement, community health, safety and security as well as stakeholder engagement and community grievance handling. A revised set of PSs came into force on January 1, 2012. The complete list of PS's is provided in Figure 3-1 below.

<p><b>PS1 Assessment and Management of Environmental and Social Risks and Impacts</b></p>	<p>Assess social and environmental impacts (both positive and negative) in their projects area of influence. Identify ways to improve the social and environmental performance of the project or business through the effective use of management systems.</p>	<p><b>PS2 Labour and Working Conditions</b></p>	<p>The workforce is the most valuable asset to any business. A poor relationship could undermine worker commitment and retention, and ultimately jeopardize a project. It can also lead to serious reputational risks.</p>
<p><b>PS3 Resource Efficiency and Pollution Prevention</b></p>	<p>All industrial activity and urbanization will often increase levels of pollution to air, water, and land that may threaten the community and the environment. They can also lead to increased, unsustainable use of these resources.</p>	<p><b>PS4 Community Health, Safety and Security</b></p>	<p>Avoiding or minimize impacts on the health and safety of the local community as a result of business or project. Ensure that the safeguarding of personnel and property is carried that avoids or minimizes risks to the Communities.</p>
<p><b>PS5 Land acquisition and Involuntary Resettlement</b></p>	<p>Without proper planning and management, involuntary resettlement may result in long term impoverishment for affected communities, as well as environmental damage and social stress in areas to which they have been displaced.</p>	<p><b>PS6 Biodiversity Conservation and Sustainable Natural Resource Management</b></p>	<p>Protecting and conserving biodiversity, and its ability to change and evolve, is fundamental to human survival and sustainable development.</p>
<p><b>PS7 Indigenous Peoples</b></p>	<p>Indigenous communities are often the most vulnerable and marginalized segments of the national population.</p>	<p><b>PS8 Cultural Heritage</b></p>	<p>Defining whether an object or place is considered a Cultural Heritage is often very difficult, this standard aims to guide in the protection of cultural heritage from adverse impacts and supporting their preservation.</p>

Figure 3 - IFC Performance Standards

The Project is seeking to adhere to these standards to meet their shareholders' expectations. As a result it intends to comply with the IFC PSs. These standards (most specifically PS1: Assessment and Management of Environmental and Social Risks and Impacts) set out the following expectations with regards to stakeholder engagement:

- “An effective Environmental and Social Management System...involves engagement between the client, its workers and the local communities directly affected by the project”.
- “To promote and provide means for adequate engagement with Affected Communities throughout the project cycle on issues that could potentially affect them...”.
- “...the client will identify individuals and groups that may be differentially or disproportionately affected by the project because of their disadvantaged or vulnerable status...”.
- “Stakeholder engagement is the basis for building strong, constructive, and responsive relationships that are essential for the successful management of a project's environmental and social impacts “.
- “Stakeholder engagement is an ongoing process that may involve, in varying degrees, the following elements: stakeholder analysis and planning, disclosure and dissemination of information, consultation and participation, grievance mechanism, and ongoing reporting to Affected Communities...”.
- “...The nature, frequency, and level of effort of stakeholder engagement may vary considerably and will be commensurate with the project's risks and adverse impacts, and the project's phase of development. ....”.
- “When Affected Communities are subject to identified risks and adverse impacts from a project, the client will undertake a process of consultation...”.
- “Effective consultation is a two-way process that should...(iv) be free of external manipulation, interference, coercion, or intimidation”.

Furthermore, in the book “Stakeholder Engagement: A Good Practice Handbook for Companies doing Business in Emerging Markets” (2007), which is the most applicable guide for involving the stakeholders, the following matters are addressed:

1. Explanation of good procedure, process and practice in developing and applying effective programs to engage the stakeholders.
2. In each phase of the project cycle, stakeholder engagement is one of the requirements that must be fulfilled, which includes collecting input and involving the stakeholders in the planning of the project to be implemented.
3. Provide a guide on how to provide a beneficial information service, which is easy to access and adjusted to the needs of the stakeholders.
4. Recommends that information be given out first through consultations and decision-making.
5. Introduces and establishes a two-way dialogue and explains why the process of engagement should be free from intimidation and coercion.

The document provides recommendations and suggestions to involve all groups of stakeholders with different interests, at the same time ensuring that the vulnerable and overlooked communities are provided with a media through which they can provide and receive information.

This SEP has therefore been developed with the national regulations and international standards set out in this chapter.

## **4 CONSULTATION UNDERTAKEN TO DATE**

### **4.1 REGULATORY ENVIRONMENTAL IMPACT ASSESSMENT PHASE (AMDAL)**

The engagement activity during the development of the AMDAL has been conducted in 7 April 2017. This included discussions and consultation meetings with the local and provincial level authorities and the impacted community regarding the Project design, identified potential Project impacts to the surrounding environment and Project planning to develop the mitigation measures. A summary of the consultation undertaken by AMDAL team is presented in Table 4-1.

The consultation conducted by the AMDAL consultant and Equis Energy involved representatives of the related regencies government authorities, head of district, head of village, and representatives of the community.

In addition to the consultation process, the AMDAL consultant also collected social economic baseline data from the community living in the eight (8) affected villages.

Furthermore, an on-going consultations were also conducted to various government level and affected communities and other stakeholders. A summary of the consultation undertaken to date is presented in the Table 4-1 below.

Tabel 2 - PT Energi Bayu Jeneponto public consultation and on-going socialization/engagement

Date and Location	Activities	Stakeholder Involved	Issue Covered	Feedback Received
7 April 2016 Turatea Subdistrict Office, Jeneponto District	Amdal Public Consultation	<ol style="list-style-type: none"> <li>Head of Jeneponto and South Sulawesi province DLH (Environmental Body) and some of its staff</li> <li>Police Office</li> <li>Army officer</li> <li>Head of Villages</li> <li>Village Representatives</li> <li>Religion Figures</li> <li>NGO</li> </ol>	<ol style="list-style-type: none"> <li>Project description</li> <li>Regulations related to power plant construction</li> <li>Clarification related to wind farm impacts such as shadow flicker, noise, transportation and community accessibility to the Project site</li> <li>Project Timeline</li> </ol>	<ul style="list-style-type: none"> <li>Investors should coordinate with local authorities before conducting and involve village authorities for every activity.</li> <li>Establish good communication with local authorities in each construction activities location</li> <li>Local communities are expected to get benefit from the development activities, such as electricity supply from power station or that surrounding community members could be workers during the construction.</li> <li>Acquisition of land to be discussed properly, so that land acquisition does not cause any harm to society or raise social conflicts in society.</li> <li>The company must have a commitment to involve the local community in development activities of PLTB.</li> <li>CSR Program for the surrounding community, when the plant is already in operation, should be implemented in a transparent manner.</li> </ul>
14 April 2016, Investment board office – South Sulawesi Province	Presenting of the Project plan to investment board office	<ol style="list-style-type: none"> <li>Head of South Sulawesi province BKPM (permitting body)</li> <li>Head of permitting division</li> <li>Staff of BKPM</li> </ol>	<ol style="list-style-type: none"> <li>Project description and plan</li> <li>Project structure</li> <li>Project Timeline</li> </ol>	<ul style="list-style-type: none"> <li>The head of BKPM is very welcome to the project</li> <li>The project to submit the administrative document for 'izin penanaman modal Sulsel'</li> <li>The project to proactively coordinate with BKPM on project progress</li> </ul>
15 April 2016, Bupati office meeting room	Consultation with mayor of Jeneponto and other related division	<ol style="list-style-type: none"> <li>Mayor of Jeneponto</li> <li>Head of permitting office</li> <li>Head of Spatial Planning office</li> </ol>	<ol style="list-style-type: none"> <li>Project description and plan</li> <li>Project benefit</li> <li>Project Timeline</li> </ol>	<ul style="list-style-type: none"> <li>The Bupati is very welcome and hoping that the project can be commenced in short time.</li> <li>Bu Merna of the Permitting office explaining the permitting needed for the project</li> <li>The project to also synchronize the Jeneponto government program on which the CSR program shall be implemented.</li> </ul>

Date and Location	Activities	Stakeholder Involved	Issue Covered	Feedback Received
21 June, Several mosque at the project area	Visiting and Socializing the project through religion approach (joining the <i>shalat tarawih</i> and break fasting with community)	<ol style="list-style-type: none"> <li>1. EBJ site team</li> <li>2. Muslim community at 7 mosques within project area.</li> </ol>	<ol style="list-style-type: none"> <li>1. Project plan</li> <li>2. Benefit for community</li> <li>3. Project program during Ramadhan (fasting month)</li> </ol>	<ul style="list-style-type: none"> <li>• The community is appreciated the project initiative and welcome the project plan</li> <li>• The community is hoping that the project can provide program that is related to the religion during the fasting month.</li> <li>• The project is donating digital clock praying time to 15 mosques</li> <li>• Donation to kids Islamic activities</li> </ul>
29 September 2016, land owner house at Kayuloe Barat	Consultation with the landowner	<ol style="list-style-type: none"> <li>1. Land acquisition team</li> <li>2. Land owner</li> </ol>	<ol style="list-style-type: none"> <li>1. Land acquisition process and mechanism</li> <li>2. Land price determination</li> <li>3. Compensation and eligibility</li> <li>4. Grievance mechanism</li> </ol>	<ul style="list-style-type: none"> <li>• The Land owner has a positive response to the proposed land acquisition as long as it conducted in mutual benefit.</li> <li>• The land owner asked/suggested the following; <ol style="list-style-type: none"> <li>a. He hopes that the access of his remaining land will not be restricted (the team explained that the wind farm will not restrict access of community)</li> <li>b. Asked that the price will be a decent price, not the lower price.</li> <li>c. As the paddy field that belongs to him is his main economic source, he hopes that the project will provide help/assistance for him to get a better living</li> </ol> </li> </ul>
6 February 2017, Empoang	Musrenbang at Empoang utara	<ol style="list-style-type: none"> <li>1. Head of Bappeda</li> <li>2. Head of Binamu Sub-district</li> <li>3. Head of Empoang utara village</li> <li>4. Local leader</li> <li>5. Religion figure</li> <li>6. NGO Pattiro Jeka</li> </ol>	<ol style="list-style-type: none"> <li>1. Discussion of physical and non-physical development aspects for the Binamu sub-district area</li> <li>2. The project has been provided a time to also present the project plan and opportunity for collaboration</li> </ol>	<ul style="list-style-type: none"> <li>• The project and the community agreed to have some collaborative cooperation in terms of physical and non-physical development for the community.</li> <li>• The Project will do further consultation with the community prior to commencing the CSR program</li> <li>• Some of the suggested development from the community are as follows: construction of more irrigation (drainage), opening of farm roads, boreholes, provision of posyandu (neighborhood health centre), entrepreneurship training and agriculture training.</li> </ul>

Date and Location	Activities	Stakeholder Involved	Issue Covered	Feedback Received
14 March 2017	CSR activities at Empoang and Kayuloe Villages (ground breaking ceremony)	<ol style="list-style-type: none"> <li>1. Bupati of Jeneponto.</li> <li>2. Head of Binamu Sub-district.</li> <li>3. Head of Kayuloe and empuang village.</li> <li>4. Community of affected villages.</li> <li>5. Religion figure.</li> <li>6. Local Leader.</li> <li>7. EBJ team.</li> </ol>	<ol style="list-style-type: none"> <li>1. Ground breaking of the previously agreed CSR program.</li> </ol>	<ul style="list-style-type: none"> <li>• The community is welcome the project program, and hoping that the posyandu can be constructed soon.</li> <li>• The government is very appreciate the company initiatives.</li> <li>• The program proposed by the community and planned to be commenced is as follow; provision of posyandu (4 unit), soccer field, community centre, books donation, etc.</li> </ul>
25-28 July 2017	Grievance mechanism socialization	<ol style="list-style-type: none"> <li>1. Community of several affected villages</li> <li>2. Head of several affected villages and its staff</li> <li>3. Local religion figures</li> <li>4. Local community figure</li> </ol>	<ol style="list-style-type: none"> <li>1. Step and channel to raise a grievance.</li> <li>2. Who can raise the grievance.</li> <li>3. Where to raise the grievance.</li> </ol>	<ul style="list-style-type: none"> <li>• The community appreciate the company initiative to provide grievance chanel.</li> <li>• Most of the community visited/invited concerns are related to the local recruitment and local supplier.</li> </ul>
Various date on July	Construction Permit discussion	<ol style="list-style-type: none"> <li>1. Head of Permit office of Jeneponto</li> <li>2. Technical staff of Permit office</li> </ol>	<ol style="list-style-type: none"> <li>1. Requirement to submit the construction permit</li> <li>2. Calculation of the retribution to get the construction permit</li> <li>3. Timeline to issue the permit</li> </ol>	<ul style="list-style-type: none"> <li>• The permit office is welcome the company project and appreciate that the project do the proper process</li> <li>• Some options for retribution calculation has been provided and agreed</li> </ul>

## 5 STAKEHOLDER ENGAGEMENT PLAN

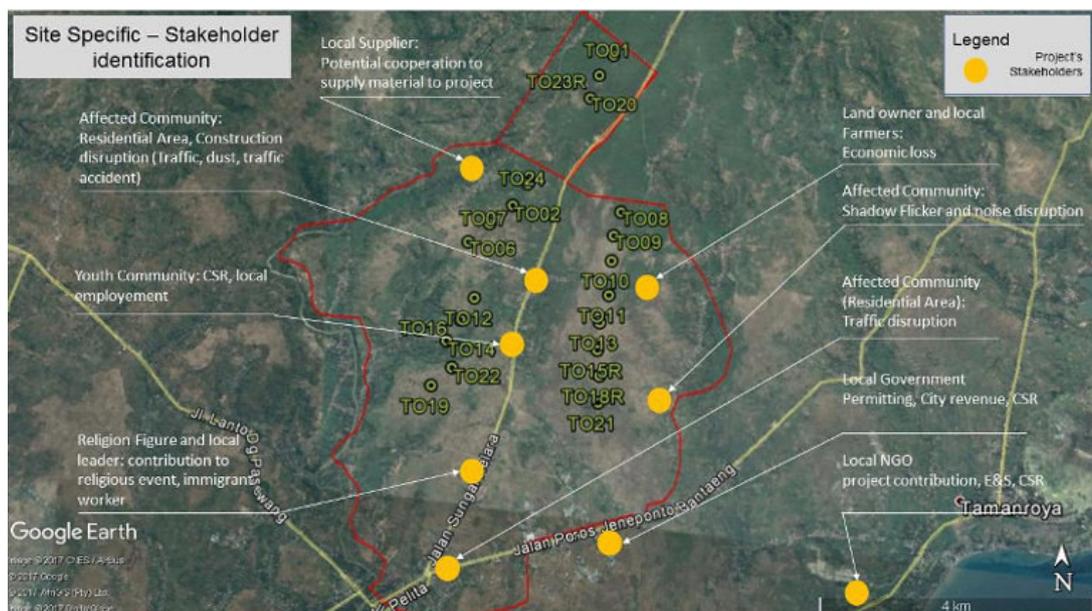
### 5.1 PROJECT STAKEHOLDERS

#### 5.1.1 Approach and Method for Stakeholder Identification

Stakeholder identification determines the areas of potential negative impacts and identifies who would (could) be directly or indirectly impacted. It also identifies other interested or concerned individuals or organizations who may have an impact on project development or operations. A range of approaches and methods to undertake stakeholder identification were adopted and implemented for this SEP including:

- A visual representation of the project site has used to map the potential adverse impacts to nearby communities and the following;
  - Location of project activities and interfaces with local communities and other stakeholders; and
  - Other areas that could be affected by project development and operation;

Below map shows the project site layout and its potential impact and interfaces with stakeholders.



- Informal Interview and FGD with communities to gather community perceptions/concerns/issues toward the project plan/program. The site has employed numbers of CLO (community Liaison Officer) to perform frequent engagement with the stakeholders at the site.
- Discussion and presentation to key stakeholders at the government official such as the National Electrical Company, Land Agency, spatial Agency and staff of the local District, to enrich the information on relevant issues, perceptions and concerns. This being conducted frequently by the development team.
- In addition, during the mandatory socioeconomic census related to the livelihood restoration plan, the project has also gathered data/information related to the key stakeholder in the project area.

### 5.1.2 Stakeholders Identified

A stakeholder is defined as a person or persons affected or likely to be affected by the Project (affected parties) or may have an interest in the Project (other interested parties). Following this definition, the two principal categories of Project stakeholders are:

1. Affected parties; people / entities directly affected by the Project who need to be engaged in identifying impacts and their significance, as well as in decision-making on mitigation and management measures, namely:
  - The community in general that resides in the affected villages; in Empoang, Empoang Utara, Kayuloe Timur, Kayuloe Barat, Parasangan Beru, Bontomatene, Kalumpang loe and Macini Baji Villages;
  - Land Owner and/or sharecroppers at the affected villages;
  - Village Government; and
  - Local figures such as religious, community and youth figures.
  
2. Other interested parties; people / entities that are interested in the Project and /or could affect the Project in some way, namely:
  - NGO: *Lembaga Pengaduan Masyarakat* (LPM), Turatea Press Association, and Pattiro Jeka. The concern addressed to the project from these NGO mostly related to land acquisition, local recruitment, and project contribution to community (CSR);
  - Youth group: Agangjene youth group and Kayuloe Timur youth group. Some concern raised by these group mostly related to local recruitment and potential cooperation/business that these group can be accommodated e.g. material supply, catering, and security manpower;
  - Local material supplier(s); there are some local businessman/local figure which seeking the potential cooperation on project material supply such as sand, rock, aggregates, etc.
  - SULSELRABAR Office Area of PLN provides and supervises the electricity supply in 3 provinces i.e. South, Southeast, and west Sulawesi provinces;
  - District/Regency/province Government; DLH of south Sulawesi province, Kanwil BPN, District Police (Resort Police), Army in Jeneponto District (KODIM), and Jeneponto District Government with each role as follows:
    - Bupati is the head of regency, provide ultimate and strategic decision within regency administrative;
    - PTSP is responsible for all local permit approval such as construction permit, nuisance permit, environmental permit, etc;
    - BAPPEDA is incorporated in all development plans, spatial plans in the area;
    - DLH of Jeneponto oversees environmental permitting and supervise the environmental performance in the area;
    - DLH South Sulawesi Province as the AMDAL committee and as institution that will assess and approve the environmental report;
    - BPN of Jeneponto handles the land matter from the government side including offial measurements, technical consideration related to land as well as for the issuance of HGB;
    - PU handles public facility arrangements, including those that may be affected by the project such as irrigation altering;
    - Resort Police is handling the security issue in the regency level; and
    - Army in Jeneponto District (KODIM) handles the defense issues in the village and regency level;

### 5.1.3 Summary of Issues and Concerns Raised by Stakeholders during Consultation

This section summaries the issues and concerns raised by stakeholders during the consultation processes undertaken during AMDAL, and on-going consultation during the project development. A summary of issues and concerns is presented in Table 3 below.

*Table 3 - Issues and Concerns Raised by Stakeholders Related to the Project*

issue	Description	Stakeholders
Land acquisition	Stakeholder expects the project to conduct the land acquisition in a fair and transparent manner. The land acquisition process (socialization, negotiation, payment) should be conducted directly to the land owner.	<ul style="list-style-type: none"> <li>- Land owner within the affected village</li> <li>- Head of affected villages</li> <li>- BPN of Jeneponto</li> </ul>
Project contribution to community development	Stakeholders expect the Project will significantly contribute towards community development to increase community livelihoods and infrastructure improvement in affected village.	<ul style="list-style-type: none"> <li>- Head of Affected Village</li> <li>- Youth community</li> <li>- Jeneponto District</li> <li>- Government</li> </ul>
Local workers priority	This includes transparency on worker recruitment. Involving local government (village and district level) to ensure the data validity of the workers and also to monitor the number and mobility of immigrant workers.	<ul style="list-style-type: none"> <li>- Community (landowner and sharecroppers) at affected villages</li> <li>- Head of Affected villages</li> </ul>
Optimizing local supplier and local vendor such as catering and materials	Local businessmen are already aware about the economic opportunities from the presence of the Project as a local supplier and vendor. They expect to be involved to support the project activities.	<ul style="list-style-type: none"> <li>- Local businessman</li> <li>- Head of Affected villages</li> </ul>
Community health	Community concerns regarding dust, noise and other sources.	<ul style="list-style-type: none"> <li>- Community at affected villages</li> <li>- Head of Village</li> </ul>
Minimizing adverse impact	This includes shadow flicker, Noise, socioeconomic issue, and road safety from heavy vehicle mobilization,	<ul style="list-style-type: none"> <li>- Community at Affected villages</li> <li>- Jeneponto Regency government</li> <li>- NGO</li> </ul>

Based on the consultation/engagement undertaken, a number of issues that have to be prioritized and followed up including:

- Local worker recruitment process;
- Local supplier and vendor requirements;
- Project contribution to community development;
- Potential project impacts and mitigation measures; and
- Discussing road safety and other community safety and health concern.

### **5.1.4 Stakeholder Analysis (Interest, Influence and Perception) Towards the Planned Project**

Based on the results of consultations during the AMDAL, ESHIA development and on-going consultation, a stakeholder analysis was conducted, see Table 4.

The majority stakeholders reacted positively toward the project plan, however the level of support from stakeholders towards the Project varied depending on the extent with which the Project can contribute positively to the affected villages.

Tabel 4 - Summary of the Project's Stakeholder Analysis

No	Stakeholder	Location	Interest	Power of Influence	Perception
1	Affected community	Eight affected villages.	<ol style="list-style-type: none"> <li>1. The project contribution to community</li> <li>2. Interested in the project impact such as noise and shadow flicker</li> </ol>	Strong influence is expected from this group as they will be the one who directly affected by the project during entire cycle of the project.	Supportive with condition. Most of community has positive perception towards the project.
2	Affected Land owner and sharecroppers	Eight affected villages.	<ol style="list-style-type: none"> <li>1. Level of compensation</li> <li>2. Land payment procedure</li> <li>3. Opportunity to work at the project</li> </ol>	Strong influence is expected from this group during the land acquisition process.	The majority of land owner has reacted positively to the land acquisition process conducted by the project.
3	Head of villages; <ul style="list-style-type: none"> <li>• Hasdin Nasri, Empoang</li> <li>• H. Tasman Ruba, Empoang Utara</li> <li>• Bachtiar Situji, Maccini Baji</li> <li>• Rudi Hartono, Kayuloe Timur</li> <li>• H. Herman, Kalumpangloe</li> </ul>	Eight affected villages.	<ol style="list-style-type: none"> <li>1. Involvement on land acquisition</li> <li>2. Project contribution to community (local recruitment, CSR Program)</li> </ol>	The head of villages are elected directly by village people. Thus, has significant influence to direct people opinion toward the project.	Supportive to the project as the head of villages has supported and helpful during land acquisition and settling local disputes. Majority of the villages head believes that through the incoming investment, their villages can advance its development. The head of villages are relatively easy to be accommodated through CSR program.
4	Local figures; <ul style="list-style-type: none"> <li>• A. Ramli Nakku, Binamu Sub-District</li> <li>• Zainuddin Gassing, Binamu Sub-District</li> <li>• Muchtar Karaeng Sijaya, Turatea Sub-District</li> </ul>	Spread out at eight affected villages	<ol style="list-style-type: none"> <li>1. Project contribution to the community</li> <li>2. Potential opportunity to supply the material and services</li> <li>3. Concern on the local recruitment as well as migrant worker.</li> </ol>	These local figures have limited capacity to influence project as their area of influence is limited by location and aspect that they are concerned.	There is no indication that any of these community leaders hold negative perceptions of the project activities. Majority of them prove to be helpful on settling local disputes. Majority of the identified

No	Stakeholder	Location	Interest	Power of Influence	Perception
	<ul style="list-style-type: none"> <li>• H. Bahradduin Lallo, Turatea Sub-District</li> <li>• Suwardi Awing, Turatea Sub-District</li> <li>• Rivai Karaeng Bali, Arungkeke Sub-District</li> <li>• Daeng Bella, Arungkeke Sub-District</li> <li>• Syaifuddin Sitaba, Batang Sub-District</li> <li>• M. Gani Lallo, Batang Sub-District</li> </ul>				community leaders acquired their status through commercial success and/or being held religious seniority.
5	Non-Government Organization; LPM, Jeneponto Press Association, Pattiro Jeka	Jeneponto regency	Good governance and transparency of development projects in the regency, ensuring that community's interests are addressed in the project.	These NGO monitors the government's performance and their opinions are quite often quoted in local magazines. Has a capacity to influence public opinion towards the project if it doesn't comply the regulation or not address the interests of the community.	<p>The LPM and Jeneponto Press association were observed as an NGO that created to provide / assemble protesters for any paying customer. It is suspected that they are being funded by the political opposition of current <i>Bupati</i> (head of regency).</p> <p>Meanwhile, Pattiro Jeka is an NGO which aiming to optimize the public participation on government project. This NGO has observed to be supportive to the project activity.</p>
6	Youth group; Agang jene youth group, Pemuda Kayuloe Timur	Agang Jene neighbourhood and Kayuloe Timur.	<ol style="list-style-type: none"> <li>1. Local recruitment</li> <li>2. Potential opportunity to supply materials or services such as catering, aconstruction materials.</li> </ol>	These youth group have limited capacity to influence project as their area of influence is limited by	It is observed that this group has just been formed once the project is exist at the project location. Previously, these

No	Stakeholder	Location	Interest	Power of Influence	Perception
				location and aspect that they are concerned.	youth group has limited activity related to incidental event like Independence Day and several religion events.
6	Jeneponto Regent: Iksan Iskandar	Jeneponto Regency	<ol style="list-style-type: none"> <li>1. Project contribution toward the jeneponto community in general.</li> <li>2. Project compliance to applicable regulation</li> <li>3. Project progress</li> </ol>	Strong influence as he provides ultimate decision on the local government of Jeneponto	Very supportive toward the project activity. He hopes that the project can be constructed and completed soon, as this can be the main attraction for Jeneponto.
7	Jeneponto Government offices (BAPPEDA, PTSP, BPN, BLH, PU & BINA MARGA)	Jeneponto regency government offices complex	<ol style="list-style-type: none"> <li>1. Project compliance to the applicable regulation</li> <li>2. Permitting(s)</li> <li>3. Revenue for local regency</li> </ol>	Strong influence as the local jeneponto government play key role on several projects permitting such as; principle permit, location permit, construction permit, etc.	Very supportive toward the project activity. The project has obtained full support from local government.
8	Resort Police Station	Jeneponto regency	<ol style="list-style-type: none"> <li>1. Project security arrangement</li> <li>2. Project traffic management</li> <li>3. Project compliance to the traffic code and law</li> </ol>	Fair influence related to the security arrangement and project traffic/transportation matters.	By far the Jeneponto Polres is very supportive to the project. An MoU between the project and Polres has been arranged for provision of security trainings and officer backup.
9	Kodim 1425 (Army)	Jeneponto regency	Defence and security issue is the main interest of Kodim 1425.	Fair influence related to the security matters.	In Jeneponto, the relationship between the local populace and the TNI is good. A sizable number of young males from some of the affected villages seek to enter the Armed Forces as a career. The Kodim 1425 are willing to support the project should any dispute on

No	Stakeholder	Location	Interest	Power of Influence	Perception
					defence or security issue arises.
10	PLN of SULSERABAR (Makassar)	Makassar	<ol style="list-style-type: none"> <li>1. Transmission line</li> <li>2. Connection point</li> <li>3. SCADA</li> </ol>	SULSERABAR Office Area of PLN only provides considerations on technical aspects since the decision is made by PLN's headquarters in Jakarta.	Supportive with condition.
11	Centre PLN (Jakarta)	Jakarta	<ol style="list-style-type: none"> <li>1. Tarrif</li> <li>2. PPA</li> <li>3. Financial Close</li> </ol>	Strong influence as PLN can determine whether the project can be proceeded or not.	Supportive with condition.

## 5.2 STAKEHOLDER ENGAGEMENT METHODOLOGY

Stakeholder engagement is centered on building and maintaining constructive relationships over time with groups of people / stakeholders who are affected or interested in the Project's activities. It is an ongoing process between Equis Energy and its Project stakeholders that extends throughout the life of the Project and encompasses a range of activities and approaches, from information sharing and consultation, to participation, negotiation, and information of partnerships.

Considering the social setting of the community and category of stakeholders identified during the AMDAL, ESHIA consultation, and on-going community engagement, the following section presents the strategy and approach for the Project to conduct stakeholder engagement activities in a culturally appropriate manner.

The goal is to ensure the timely provision of relevant and understandable information and to create a process that provides opportunities for all stakeholders to express their views and concerns, and allows the Project to consider and respond to them. The nature and frequency of this engagement should reflect the level of Project risks and impacts.

### 5.2.1 Stakeholder Engagement Materials

To support a meaningful engagement, numbers of materials that supporting stakeholder engagement has been utilized by the project. The engagement materials include printed information in the form of leaflets and posters as well as documents that form the focus of disclosure and consultation activities, including the AMDAL and ESHIA Reports. Other materials is developed in on-going basis to support consultation meetings, including presentations, socialization campaign materials (posters, booklet, pamphlet and banners illustrating aspects of the Project and wind farm in general).

The consultation / engagement methods used by Equis Energy include (but are not exclusive to) those detailed in Table 5.

*Table 5 - Stakeholder Engagement Tools*

Methods	Use	Stakeholders
Briefings and presentations	Provide information on a specific issue/initiative to those that may be affected/interested.	Government agencies, NGO
Socialization campaign	Increase accessibility of information to community. Including project information in a form of booklet, posters and pamphlet.	Affected Community
Focus group discussion	Used to identify specific issues on which to base further research or consultation.	Community NGO
Interview	Gathering in-depth information from specific audience.	Community, head of villages,
Video	Utilization of project information through a professional video presenting the project sites and its general information. The video then uploaded to youtube.	Wider audience
Mass media coverage (printed media, online electronic media).	Raise awareness of the project program or plan.	Wider audience

## 5.2.2 Communication Channels

The different consultation and disclosure methods, materials and communication channels that has been used to engage stakeholders are shown in Table 6.

Tabel 6 - Communication Channels

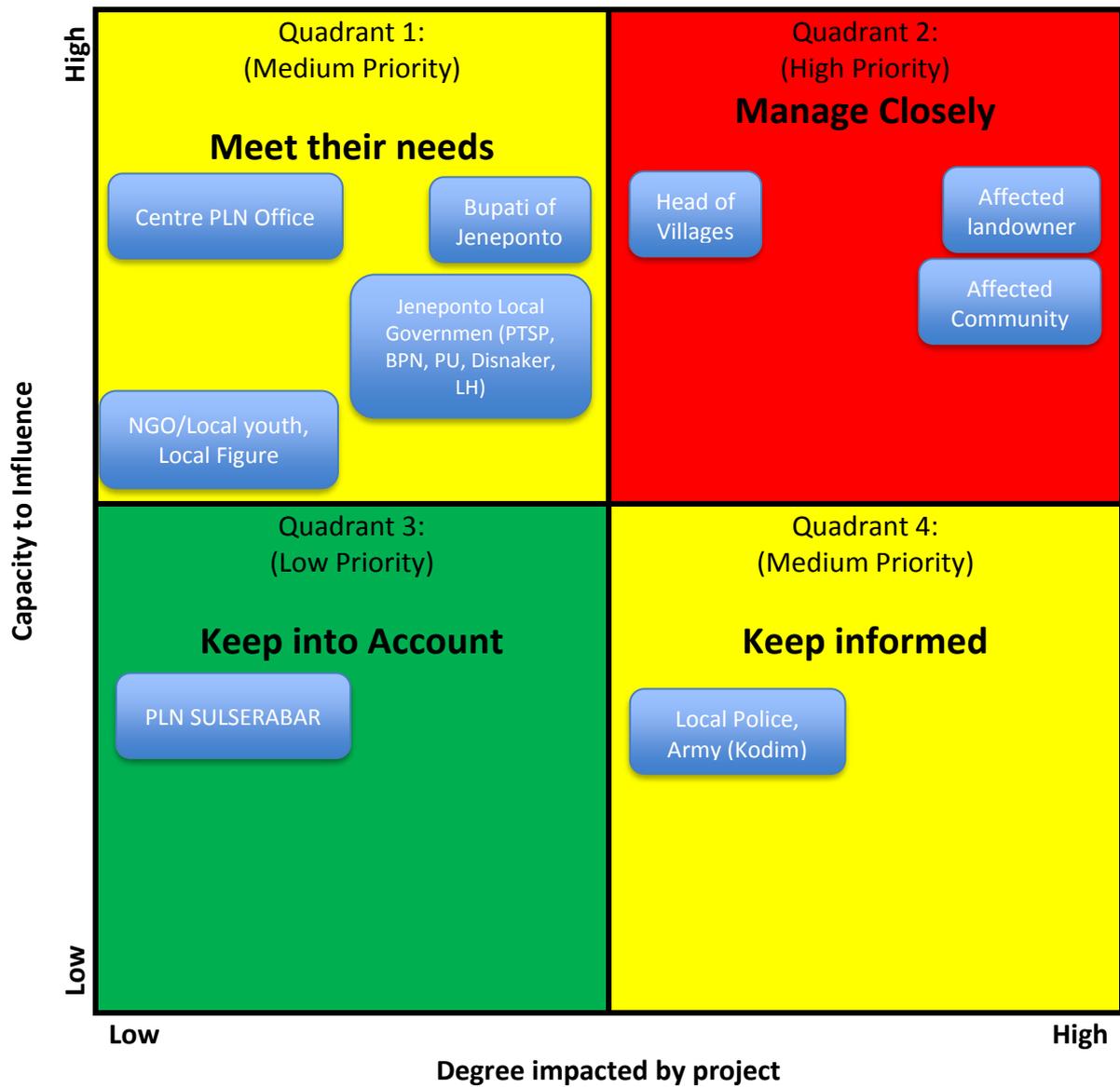
Stakeholder Category	Disclosure Methods	Communication Channels
Affected residential area at eight (8) affected villages.	<ul style="list-style-type: none"> <li>- Socialization campaign;</li> <li>Printed materials (posters, pamphlet)</li> <li>- FGD</li> <li>- One-on-one informal discussion</li> </ul>	<ul style="list-style-type: none"> <li>- CLO phone number</li> <li>- Dedicated grievance hotline number</li> <li>- Grievance form</li> <li>- Suggestions box available at every villages</li> <li>- Information board available at every villages.</li> </ul>
Government authorities (BAPPEDA, BPN, DLH, PTSP, PU). Police station (Polres), Army (Kodim)	<ul style="list-style-type: none"> <li>- Presentation</li> <li>- Printed document</li> <li>- Form submission</li> <li>- Meetings</li> </ul>	<ul style="list-style-type: none"> <li>- Office meeting</li> <li>- Key person phone number</li> <li>- Email</li> </ul>
NGO and youth group: LPM, Jenepono Press association, Pattiro Jeka. Agang Jene and Kayuloe Timur youth group.	<ul style="list-style-type: none"> <li>- Informal discussion</li> <li>- Printed materials</li> </ul>	<ul style="list-style-type: none"> <li>- Key person phone number</li> <li>- CLO telephone number</li> <li>- Email</li> <li>- EBJ office</li> </ul>
PLN	<ul style="list-style-type: none"> <li>- Presentation</li> <li>- Printed document</li> <li>- Form submission</li> <li>- Meetings</li> </ul>	<ul style="list-style-type: none"> <li>- Office meeting</li> <li>- Key person phone number</li> <li>- Email</li> </ul>

## 5.3 PLANNED STAKEHOLDER ENGAGEMENT

This SEP identifies the relevant stakeholder groups, key messages to be delivered, approach and tools of engagement, timeline and responsible parties. The SEP is designed to include all relevant stakeholders and issues to cover the entire lifecycle of the Project. The plan is a dynamic tool to be periodically updated and adapted to the current social, economic and political situation of the area since the Project's stakeholders and issues / concerned raised may change over the life time of the Project.

Based on the analysis of the stakeholder interest verses power of influence presented in the table 7. The on-going project stakeholder engagement activities are presented in Table 8.

Tabel 7 – Stakeholder interest verses power of influence



Tabel 8 – Planned on going Stakeholder Engagement

Stakeholder Group	Location	Key Issue	Approach	Timeline
Affected community	Eight affected villages.	<ol style="list-style-type: none"> <li>1. The project contribution to community</li> <li>2. Interested in the project impact such as noise and shadow flicker</li> </ol>	<p>Socialization and consultation</p> <p>Tools</p> <ul style="list-style-type: none"> <li>- Socialization forum at affected villages</li> <li>- Posters and phamplet</li> <li>- Grievance box and form and information board at village office</li> </ul>	Prior to construction, construction and operation phase.
Affected Land owner and sharecroppers	Eight affected villages.	<ol style="list-style-type: none"> <li>1. Level of compensation</li> <li>2. Land payment procedure</li> <li>3. Opportunity to work at the project</li> </ol>	<p>Socialization and consultation</p> <p>Tools</p> <ul style="list-style-type: none"> <li>- One-on-one consultation</li> <li>- Forms related to land acquisition</li> </ul>	Prior to construction
Head of villages	Eight affected villages.	<ol style="list-style-type: none"> <li>1. Involvement on land acquisition</li> <li>2. Project contribution to community (local recruitment, CSR Progam)</li> </ol>	<p>Socialization and consultation</p> <p>Tools</p> <ul style="list-style-type: none"> <li>- One-on-one meetings</li> <li>- Printed materials on project information such as project information in a form of pamphlet</li> <li>- CSR proposal collaboration</li> </ul>	Prior to construction, construction and operation phase.
Local figures	Spread out at eight affected villages	<ol style="list-style-type: none"> <li>1. Project contribution to the community</li> </ol>	<p>Socialization and consultation</p> <p>Tools</p>	Prior to construction, construction and operation phase.

Stakeholder Group	Location	Key Issue	Approach	Timeline
		<ol style="list-style-type: none"> <li>2. Potential opportunity to supply the material and services</li> <li>3. Concern on the local recruitment as well as migrant worker.</li> </ol>	<ul style="list-style-type: none"> <li>- One-on-one meeting</li> <li>- Printed materials</li> </ul>	
NGO & youth group	Jeneponto regency	Good governance and transparency of development projects in the regency, ensuring that community's interests are addressed in the project.	<p>Socialization and consultation</p> <p>Tools</p> <ul style="list-style-type: none"> <li>- One-on-one meeting with group representatives</li> <li>- Phone and email notification on the concern raised</li> </ul>	Prior to construction, construction and operation phase.
Jeneponto Government offices (BAPPEDA, PTSP, BPN, BLH, PU & BINA MARGA)	Jeneponto regency government offices complex	<ol style="list-style-type: none"> <li>1. Project contribution toward the jeneponto community in general.</li> <li>2. Project compliance to applicable regulation</li> <li>3. Project progress</li> </ol>	<p>Socialization and consultation</p> <p>Tools</p> <ul style="list-style-type: none"> <li>- Presentation of the related project materials at related offices</li> <li>- Discussion on related issue through team meeting</li> <li>- Report submission</li> </ul>	Prior to construction, construction and operation phase.
Resort Police Station	Jeneponto regency	<ol style="list-style-type: none"> <li>1. Project security arrangement</li> <li>2. Project traffic management</li> <li>3. Project compliance to the traffic code and law</li> </ol>	<p>Socialization and consultation</p> <p>Tools</p> <ul style="list-style-type: none"> <li>- One-one one meeting with head of Polres</li> <li>- Collaboration on provisional trainings for security</li> </ul>	Prior to construction, construction and operation phase.

Stakeholder Group	Location	Key Issue	Approach	Timeline
Kodim 1425 (Army)	Jeneponto regency	Defence and security issue is the main interest of Kodim 1425.	<p>Socialization and consultation</p> <p>Tools</p> <ul style="list-style-type: none"> <li>- One-on-one meeting with head of Kodim</li> <li>- Phone and message notification on security related concer/issue</li> </ul>	Prior to construction, construction and operation phase.
PLN of SULSERABAR (Makassar)	Makassar	<ol style="list-style-type: none"> <li>1. Transmission line</li> <li>2. Connection point</li> <li>3. SCADA</li> </ol>	<p>Socialization and consultation</p> <p>Tools</p> <ul style="list-style-type: none"> <li>- Technical team meeting with PLN Sulserabar</li> <li>- Presentation</li> </ul>	Prior to construction, construction and operation phase.
Centre PLN (Jakarta)	Jakarta	<ol style="list-style-type: none"> <li>1. Tarrif</li> <li>2. PPA</li> <li>3. Financial Close</li> </ol>	<p>Socialization and consultation</p> <p>Tools</p> <ul style="list-style-type: none"> <li>- Meetings</li> <li>- Workshops</li> <li>- Report submission</li> </ul>	Prior to construction, construction and operation phase.

## 5.4 COMMUNITY GRIEVANCE MECHANISM

Grievances can be an indication of growing stakeholder concerns (real and perceived) and can escalate if not identified and resolved. Identifying and responding to grievances supports the development of positive relationships between projects, communities and other stakeholders.

A grievance management process has been established for the Project. This provides a formal and on-going avenue for stakeholders to engage with the Project. This grievance mechanism is locally based, formalized way for a company or Project to accept, assess, and resolve stakeholder complaints related to Project activities. It offers a package of widely understood and effective procedures for solving problems in a culturally appropriate manner.

The grievance mechanism has been socialized to the affected stakeholders so that they are aware of the process, know they have the right to submit a grievance and understand how the mechanism will work and how their grievance will be addressed. The EBJ grievance mechanism cover the communication channel through phone, in writing or by speaking with one of the EBJ's project representative officer.

### 5.4.1 Proposed Grievance Mechanism for Project Affected Communities

The project formal mechanism for managing community complaints has been established by EBJ. This was intended to reduce potential negative impacts arising from the Project and to operate strictly according to legal and good practice guidelines, it is inevitable that community queries and grievances will arise throughout the construction and operation phase. For these reasons, a Grievance Tracking and Redress Mechanism (GTRM) has been established.

An affective GTRM is phased in a set of steps and activities which are easy to follow and understand. A typical GTRM is characterized by basic steps illustrated and further detailed in Figure 4 below.

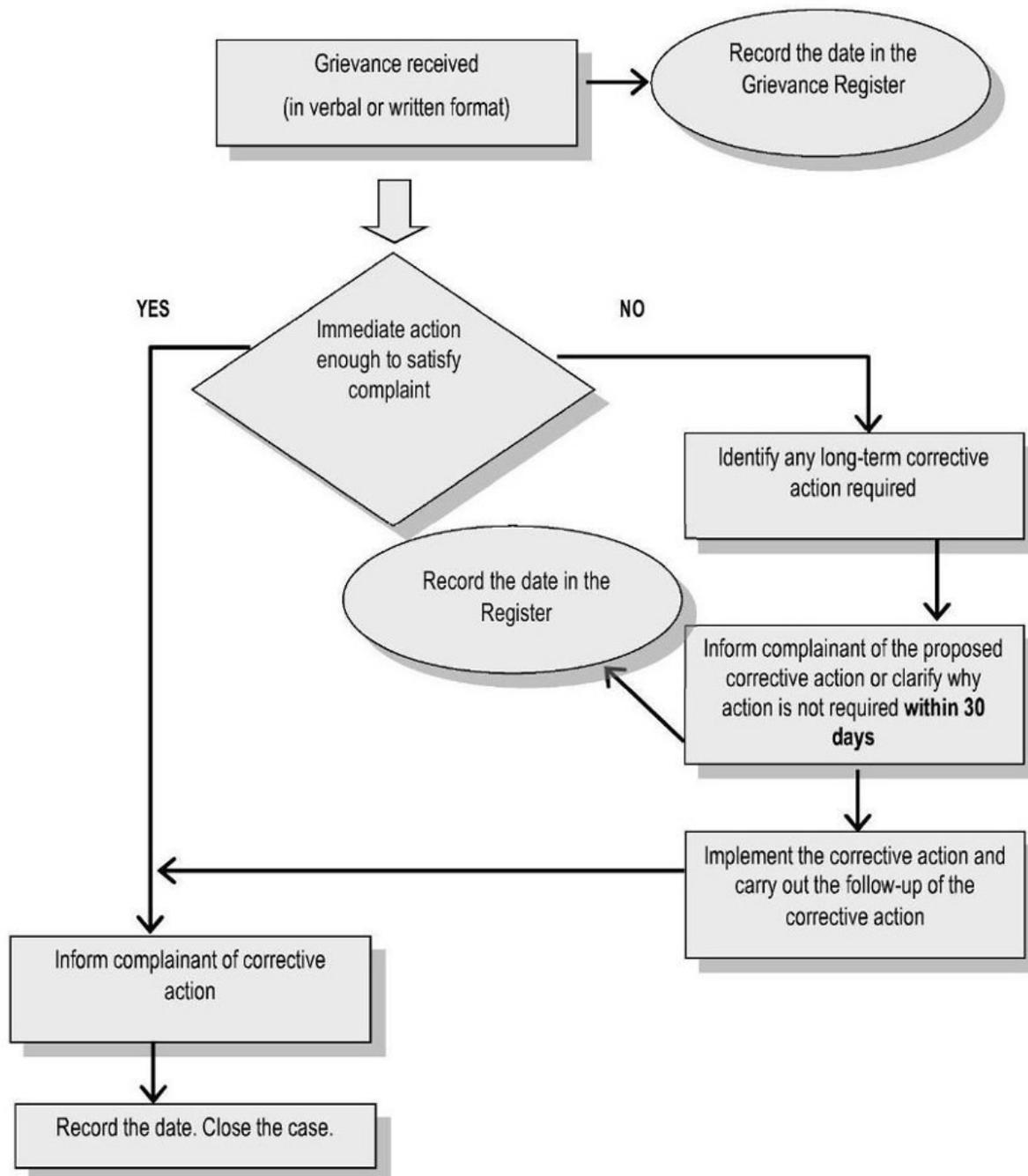


Figure 4 - Steps of Grievance Tracking and Redress Process

Numerous channels used for stakeholders to submit a complaint:

- Telephone - All incoming calls through EBJ grievance hotline (08118866770) and email: [hotline.ebj@gmail.com](mailto:hotline.ebj@gmail.com) as well as to the EBJ’s CLO telephone number will be registered and information summarized daily and sent to the relevant department/person for processing and action in accordance with the grievance procedure outlined above.
- Grievance box – a written form can be used by stakeholders for submission of their queries / requests / complaints / comments for consideration by the Project management. All incoming form that put into the grievance box will be documented and stored as well as the responses sent to the originating party in accordance with the grievance procedure outlined above. The grievance box is available at each of village offices.
- Any queries / requests / complaints / comments can be brought to the attention of the Project verbally through project’s CLO.

Grievances can be directed to the CLO stakeholder relationship officer or through the head of the village who then will convey them to the Lead Community Officer. The lead CLO will then have the responsibility to monitor the resolution progress. The record all discussions (Appendix 2) and ensure all grievances are responded to where feasible in a timely and proper manner.

To the greatest extent possible EBJ will treat community complaints confidentially, and in all cases grievances will be addressed without prejudice.

### 5.4.2 Dedicated Resources for Managing Community Grievance Mechanism

The grievance mechanism will be effective if adequate resources – people, systems and processes, and associated financial resources – are assigned to its implementation, and if responsibilities are clearly defined. The mechanism should be recognized as part of the business’ function. Details of grievance mechanism management and resources allocated will be described in Section 6 of this report. In order to execute the mechanism appropriately the organizational structure / function outlined in Figure 5 is proposed.

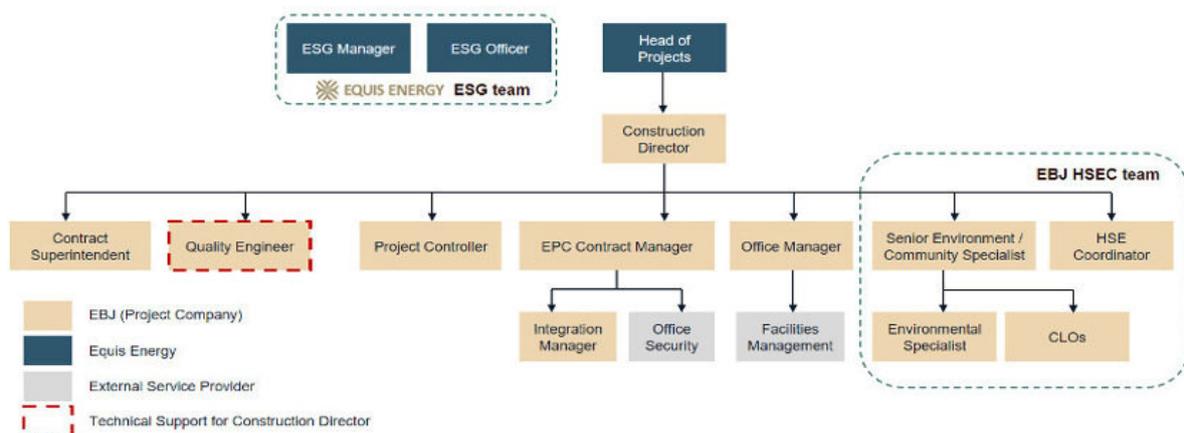


Figure 5 – Stakeholder and Grievance Organization Chart

[CONFIDENTIAL INFORMATION DELETED]

### 5.4.3 Monitoring and Reporting of Grievance Management

Internal monitoring will be undertaken on a regular basis. The monitoring process is designed to identify areas of high performance and areas for improvement to enhance the process. The scopes of the monitoring include:

- Assessing the effectiveness of the grievance tracking and handling procedure;
- Identifying the need for organizational improvement in implementing the procedure;
- Evaluating the progress of resolution implementation and identify intervention needs from senior management to manage overdue / outstanding cases or recurring grievances; and
- Identifying the need for improvement of the procedure, should any significant changes in external factors occur, e.g. economic and political conditions which potentially encourage additional social risk and impact.

Periodic reporting will be prepared by the Community Liaison Officer or person within the organization with similar role with the following timeframe:

- Monthly reporting will be submitted to the senior management or the site director as a reference in the coordination meeting with the Contractor's HSE Team; and
- Quarterly reports to be submitted to Equis Energy's management and distributed to other relevant parties as required to identify the need for organizational and procedure improvements.
- The content of the report will at minimum contain the following information:
- Summarize the grievances received and classification based on the grievance type within the timeframe;
- The resolution status – number of grievances resolved, pending of implementation and unresolved, along with challenges in implementing the resolution, and timeframe to resolve the remaining grievances;
- Results of monitoring and the status of implementation of the proposed recommendation; and
- Identify trends and critical grievances occurring regularly or overdue cases.

## 6 MANAGEMENT FOR IMPLEMENTATION OF STAKEHOLDER ENGAGEMENT AND GRIEVANCE MECHANISM

### 6.1 DEDICATED RESOURCES FOR MANAGING SEP

The Stakeholder and Community Liaison Officer team of PT EBJ will be the main point for communications with stakeholders and conducting engagement activities. The team will be responsible for the implementation and management of the Project's overall stakeholder engagement activities and grievance management across all categories of stakeholders.

Currently, two Community Liaison Officer (CLO) has appointed to undertake the planned stakeholder engagement activities and grievance address mechanism. The CLO has been actively conducting consultation and socialization in in order to provide appropriate information to each of stakeholder identified.

Resources needed to implement Stakeholder Engagement Plan and Grievance Mechanism are internal EBJ staffs entrusted with task as the following:

#### **Community Liaison Officer (CLO)**

The Community Liaison Officer shall:

- Provide inputs on the adaptability of the mechanism to be culturally acceptable;
- Reach out to community members or religious leader, NGO and others identified stakeholders;
- Publicize the mechanism so that the entire community, with no discrimination, is aware of the mechanism.
- Maintain project-level grievance mechanism that is accessible to the population in their native language and adapted to the project characteristics;
- Receive, register and provide a formal confirmation for all external communications, grievances and requests for information from the public;
- Screen and assess the importance of the issue raised and determine how to address it;
- Investigate and determine resolutions;

#### **ESG Manager**

The ESG Manager shall:

- Establish and develop project-level grievance mechanism that is accessible to the population in their native language and adapted to the project characteristics;
- Adjust the management program when appropriate taking the recurrent grievances into account.
- Monitor and evaluate the fulfillment of agreements achieved through the grievance mechanism
- Provide, track, document and publish responses;

#### **Senior Management**

The Senior Management shall:

- Be involved only in case of complicated decisions. For the grievance mechanism to be the most unbiased, the project team and the grievances unit should be separate functions;
- Be responsible for strategic oversight of grievance management;
- Have final responsibility to ensure that commitments to affected communities are met.

## 6.2 MONITORING AND TRACKING OF STAKEHOLDER ENGAGEMENT ACTIVITIES

It is important to monitor stakeholder engagement to ensure that consultation and disclosure efforts are effective, and in particular that stakeholders have been meaningfully consulted throughout the process. Stakeholder engagement monitoring will include:

- Auditing implementation of the SEP;
- Monitoring consultation activities conducted with all groups of stakeholders;
- Monitoring the effectiveness of the engagement processes in managing impacts and expectations by tracking feedback received from engagement activities; and
- Monitoring any grievances received.

## 6.3 DISCLOSURE OF GRIEVANCE MECHANISM

The disclosure and communication of the grievance mechanism has been conducted in May 2017 and be continued on an on-going basis as grievances arise. The mechanism has been presented through one-on-one discussion as well as FGD. During the socialization the material has been in a culturally appropriate manner in the local language and Bahasa language (the majority of the community residing around the Project site can speak Bahasa Indonesia but the local Makassarese language is also spoken widely) and format that is understandable to all the project affected peoples.

The following information has been disclosed:

- The grievance form consisting of steps to raise project's grievance;
- Who can raise complaints – focusing on the affected community;
- Where, when, and how community members can submit complaints;
- Who is responsible for receiving and responding to complaints, and if any external parties can receive complaints from communities;
- What type of responses complainants can expect from the Project including timing of responses; and
- The benefits that complainants can receive from using the grievance mechanism.

In regard to disclosing the mechanism, the Project has undertaken communication in group discussions, one-on-one discussion and community meetings as well as through the Project's community liaison officers. The documentation is presented in Appendix 1.

## 6.4 REPORTING

A quarterly reports will be developed and will summarize all activities for the period, and provide a summary of issues raised and how they have been addressed, including timeline of responses and corrective and mitigation measures to address grievances, and analysis of trends. These will include:

- Total number of stakeholders engaged according to stakeholder category;
- Number of grievances submitted; and
- Time to resolve and close out grievances.

## Appendix 1– Photographic Documentation – Project Socialization and Engagement

Amdal Public Consultation



Project presentation and consultation with Bupati of Jeneponto and its staff



Consultation with BKPMD of South Sulawesi



Community engagement during the Fasting Month (Digital clock praying time donation and project socialization)



Consultation with Land owner



Community Forum (Musrendbang) at village office



Grievance Form Socialization at village offices



Grievance Form Socialization with Community and local figures



## Appendix 2 – Grievance Register

No	Date	Grievance Category						Brief information of Grievance	Action taken / Resolution	By	Total time required	Total cost spent
		Environment	Land Acquisition	Local Recruitment	Local Supplier	Contractor	Others					
1	07-Nov-16		v					Land acquisition processes - price, land parcels	Socialisation of land acquisition processes	Internal - Kholiq	Same day	0
2	18-Nov-16		v					Land acquisition processes - price, land parcels	Socialisation of land acquisition processes	Internal - Kholiq	Same day	0
3	19-Nov-16		v					Land acquisition processes - price, land parcels	Socialisation of land acquisition processes	Internal - Kholiq	Same day	0
4	29-Nov-16		v					Land acquisition processes - land survey	Socialisation of land acquisition processes	Internal - Kholiq	Same day	0
5	8-Dec-16		v					Land acquisition processes - agreement from the extended family before selling the land	Socialisation of land acquisition processes to the family member, waiting for whole family approval.	Internal - Kholiq	Same day	0
6	10-Dec-16		v					Land acquisition processes - land certification	Socialisation of land acquisition processes	Internal - Kholiq	Same day	0
7	12-Jan-17		v					Land acquisition processes - making sure our LA team members are legitimate and are not third party brokers	Showing proof that the LA team has working mandate from the company	Internal	5 days	0
8	17-Jan-17		v					Land acquisition processes - prices of irrigated land	Explaining to them that the company use reference price based on land appraisal. Based on the	Internal	Same day	0

No	Date	Grievance Category						Brief information of Grievance	Action taken / Resolution	By	Total time required	Total cost spent
		Environment	Land Acquisition	Local Recruitment	Local Supplier	Contractor	Others					
									land appraisal, productive/irrigated land has higher price.			
9	26-Jan-17		v					Land acquisition processes - price of land in strategic location	Explaining to them that the company use reference price based on land appraisal. Based on the land appraisal, land in strategic location has higher price.	Internal	Same day	0
10	27-Jan-17		v					Land acquisition processes - land ownership status dispute (land is not in the name of the rightful owner)	Head of village is involved to help address the issue. It is solved within 10 days	Multi stakeholder	10 days	Time management
11	06-Feb-17		v					Land acquisition processes - he wants his remaining land to also be bought	The company will buy the small remaining land	Internal	10 days	0
12	06-Feb-17		v					Land acquisition processes - different land price between villages (EU and KLB)	Giving them clarification that the higher price in KLB are not the final price	Internal	Same day	0
13	06-Feb-17		v					Land acquisition processes - land survey	Socialising the wind farm project plan	Internal	Same day	0
14	17-Feb-17						v	Social issue - they are under impression that local NGO who opposes the wind farm project is paid	Grievance is deemed irrelevant, thus rejected.	Internal	-	0

No	Date	Grievance Category						Brief information of Grievance	Action taken / Resolution	By	Total time required	Total cost spent
		Environment	Land Acquisition	Local Recruitment	Local Supplier	Contractor	Others					
								by irresponsible party.				
15	20-Feb-17		v					Land acquisition processes - the land is their only source of income, they want solution from company	The company offered to buy other plot land with similar condition to replace their current land	Internal	Same day	0
16	24-Feb-17		v					Land acquisition processes - full payment is demanded while there's still family dispute of the land status	Grievance is rejected	Internal	Same day	0
17	03-Mar-17	v	v					1) They think the company has not been socialising the project properly; 2) Big difference in land price; 3) Environmental impact of the wind turbine	1) Company has put best effort in socialising the projec in particular to key stakeholder i.e. head of villages. Therefore, the company (CLO) together with related head of village clarify the land acquisition process to the complainant 2) The difference in price is determined by the productivity of the land assessed by KJPP; 3) They have wrong impression on how fast the turbines will spin, so they're then briefed on how the turbine will operate and that there'll be very little to none envrionmental impacts	Internal	Same day	0

No	Date	Grievance Category						Brief information of Grievance	Action taken / Resolution	By	Total time required	Total cost spent
		Environment	Land Acquisition	Local Recruitment	Local Supplier	Contractor	Others					
18	06-Mar-17		v					Land acquisition processes - difference in land prices	Explaining to them that the company use reference price based on land appraisal. Based on the land appraisal, land in strategic location has higher price.	Internal	Same day	0
19	08-Mar-17	v						Environmental impact of the turbine to the bird habitat	Explaining to them that wind farm will have very limited environmental impact. If any, mitigation strategy is in place to address the environmental impact.	Internal	Same day	0
20	08-Mar-17	v						Environmental impact of the wind turbine to their livestock	Explaining to them that wind farm will not affect the livestock.	Internal	Same day	0
21	20-Agu-17			v				A group of youth community from Agangjene neighborhood come to PP office to clarify the local recruitment process	Give clarification that the procedure is in place and will be socialized soon	Internal	Same day	0

No	Date	Grievance Category						Brief information of Grievance	Action taken / Resolution	By	Total time required	Total cost spent
		Environment	Land Acquisition	Local Recruitment	Local Supplier	Contractor	Others					
22	28-Agu-17			v				A group of people called them self as Komunitas Pemerhati Jenepono came to EBJ office to request clarification on the local recruitment transparency. They requested that the company should prioritize the local people to be recruited by the company	No action given since at that time all EBJ management is in Jakarta. Therefore, no one responded to the request. However, the CLO has been followed the issue to this community by visiting their basecamp and provide clarification at the following day. The company is very concern to the local recruitment, but due to limited vacancy, EBJ prioritizes people that residing within the affected villages	Internal	4 days	0

**APPENDIX 3**  
**Health and Safety Management Plan**



# **PT ENERGI BAYU JENEPONTO 76 MW TOLO I WIND FARM PROJECT HEALTH & SAFETY MANAGEMENT SYSTEM (HSMS)**

An Affiliate of



September 2017

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This Health & Safety Management System (HSMS) outlines PT Energi Bayu Jeneponto's ("EBJ" or the "Company") approach on providing a platform for mitigating project's impacts that related Health and Safety. The HSMS sets out Project's approach to implement an effective mitigation and monitoring program in particular to those that related to the Health and Safety. This document shall be revised/updated intermittently for any changes or modifications that shall be implemented during construction phase.

**Document REVISION Control**

**Document Signoff** [CONFIDENTIAL INFORMATION DELETED]

Nature of Signoff	Person	Signature	Date	Role
Prepared by				HSE Manager / HSE Officer (PT PP)
Checked by				Site Manager (PT PP)
Reviewed by				ESG Manager (Equis)
Reviewed by				ESG officer (Equis)
Approved				Construction Director (EBJ)

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## 1 Introduction

### 1.1 Project Overview

Equis Energy is a dedicated renewable energy developer and asset manager established with the aim of constructing and owning 1,000 MW of wind, solar, and hydropower assets in Indonesia. Equis Energy was formed in 2015 with a vision to be Indonesia's leading developer and owner of wind and solar power plants. Equis Energy is based in Jakarta and has established regional offices in its project areas.

Equis Energy through its Special Purpose Vehicle (SPV) company, PT Energi Bayu Jeneponto (EBJ) aims to develop and operate a 76 MW wind farm in order to supply power to the South Sulawesi grid. Recent policy decisions by the Government of Indonesia (GoI) have encouraged significant power investment in Indonesia, including for renewable energy. As such the Project has in part been developed to take advantage of these opportunities, while also supplying clean renewable power to the local market.

The Tolo Wind Farm project will have significant environmental and social benefits including:

- Producing enough power for roughly 36,000 Indonesian households connected to the grid.
- Providing 160 local employment opportunities over the construction and operation of Jeneponto Wind Farm.
- Saving approximately 45,000,000 liters of water in comparison to the operation of a modern coal fire power plant. The cumulative saving of freshwater would be around 1,047 million liters over a 25-year period.
- Producing 38,000 tonnes less of CO<sub>2</sub> than an equivalent conventional power plant for the cumulative saving of over 895,000 million tonnes of CO<sub>2</sub> over a 25- year period.

This Health & Safety Management System (HSMS) document is a part of Project's ESHS Management System. This document sets out guidance to identify management actions for reference and implementation, especially for the matter related to health and safety compliance

This Plan is compliant with international Lenders' standards, including:

1. IFC Performance Standards, 2012;
2. World Bank Group's General Environmental, Health and Safety Guidelines, 2007.

#### 1.1.1 IFC Performance Standards

This document is designed to ensure compliance with IFC PS 4 (Community Health, Safety, Security) as follows:

##### ***a. Infrastructure and Equipment Design and Safety***

The client will design, construct, operate, and decommission the structural elements or components of the project in accordance with GIIP, taking into consideration safety risks to third parties or Affected Communities. Structural elements will be designed and constructed by competent professionals, and certified or approved by competent authorities or professionals. When structural elements or components are situated in high-risk locations, and their failure or malfunction may threaten the

safety of communities, the client will engage one or more external experts with relevant and recognized experience in similar projects, separate from those responsible for the design and construction, to conduct a review as early as possible in project development and throughout the stages of project design, construction, operation, and decommissioning. For projects that operate moving equipment on public roads and other forms of infrastructure, the client will seek to avoid the occurrence of incidents and injuries to members of the public associated with the operation of such equipment.

### ***b. Hazardous Materials Management and Safety***

The client will avoid or minimize the potential for community exposure to hazardous materials and substances that may be released by the project. Where there is a potential for the public (including workers and their families) to be exposed to hazards, particularly those that may be life-threatening, the client will exercise special care to avoid or minimize their exposure by modifying, substituting, or eliminating the condition or material causing the potential hazards. Where hazardous materials are part of existing project infrastructure or components, the client will exercise special care when conducting decommissioning activities in order to avoid exposure to the community. The client will exercise commercially reasonable efforts to control the safety of deliveries of hazardous materials, and of transportation and disposal of hazardous wastes, and will implement measures to avoid or control community exposure to pesticides, in accordance with the requirements of Performance Standard 3.

### ***c. Emergency Preparedness and Response***

In addition to the emergency preparedness and response requirements described in Performance Standard 1, the client will also assist and collaborate with the Affected Communities, local government agencies, and other relevant parties, in their preparations to respond effectively to emergency situations, especially when their participation and collaboration are necessary to respond to such emergency situations. If local government agencies have little or no capacity to respond effectively, the client will play an active role in preparing for and responding to emergencies associated with the project. The client will document its emergency preparedness and response activities, resources, and responsibilities, and will disclose appropriate information to Affected Communities, relevant government agencies, or other relevant parties

## **1.1.2 World Bank Group's Environmental, Health, and Safety Guidelines**

### ***1.1.2.1 General EHS Guideline***

In addition to implementing the environmental and occupational H&S sections of the EHS Guidelines, EBJ and the Contractors will implement the mitigation measures for aspects of project activities taking place outside of the traditional project boundaries, but nonetheless related to the project operations, which may affect the community's health and safety. Specifically, EBJ and the Contractors will adopt the measures laid out for the following:

- Water Quality and Availability;
- Structural Safety of Project Infrastructure;
- Traffic Safety;
- Transport of Hazardous Materials;
- Disease Prevention; and

- Emergency Preparedness and Response.

During the construction and decommissioning phases, EBJ and the Contractors will adopt the recommended management measures for the following aspects:

- General site hazards;
- Disease prevention; and
- Traffic safety.

### **1.1.2.2 EHS Guidelines for Wind Energy**

During the development and construction phase, EBJ and the Contractors will adopt the recommended EHS management measures on community health and safety specifically tailored for wind energy, as follows:

- **Setback**  
Turbines must be sited at an acceptable distance ("setback") between wind turbines and adjacent users, including buildings, roads, and wildlife, in an effort to, among others, ensure acceptable noise levels and to maintain public safety in the event of ice throw or blade failure.
- **Aviation**  
Wind turbine blade tips, at their highest point, can reach up to 200 meters in height and in the future may exceed this as the technology evolves. If located near airports, military low-flying areas, or known flight paths, a wind energy facility (including anemometer mast) may impact aircraft safety directly through potential collision or alteration of flight paths.
- **Electromagnetic Interference and Radiation**  
Wind turbines could potentially cause electromagnetic interference with telecommunication systems (e.g., microwave, television, and radio). This interference could be caused by path obstruction, shadowing, reflection, scattering, or re-radiation. The nature of the potential impacts depends primarily on the location of the wind turbine relative to the transmitter and receiver, characteristics of the rotor blades, signal frequency receiver characteristics, and radio wave propagation characteristics in the local atmosphere.
- **Public Access**  
Safety issues may arise with public access to wind turbines (e.g., unauthorized climbing of the turbine) or to the wind energy facility substation. Any public rights of way located within and close to the wind energy facility site should be identified prior to construction to establish any measures that may be required to ensure the safety of their users.
- **Abnormal Load Transportation**  
Traffic and transportation issues to consider for wind energy facilities are largely covered within the General EHS Guidelines and the Toll Roads EHS Guideline. The main challenge with respect to wind energy facilities lies with the transportation of oversized or heavy wind turbine components (blades, turbine tower sections, nacelle, and transformers) and cranes to the site. A logistics, traffic, and transportation study might be needed to assess adequacy of existing offsite roadways, bridges, crossings over culverts, overpasses/underpasses, turning radii, and utilities, as well as to assess whether surface replacements, upgrades, or resettlements will be required. To reduce delays to other road users and the potential for other effects on local communities in the vicinity of the proposed route population, schedule deliveries outside of peak hours, use only approved access routes, provide traffic

management to stop other traffic where needed (for example, pinch-point locations), and provide police escorts where required.

- Noise (construction and operational noise)

Onshore construction noise should be limited to protect people living nearby. Noise-producing activities include blasting, piling, construction of roads and turbine foundations, and the erection of the turbines themselves.

During operational phase, wind turbines produce noise through a number of different mechanisms, which can be roughly grouped into mechanical and aerodynamic sources. Mechanical noise is radiated by the surface of the turbine and by openings in the nacelle casing. The interaction of air and the turbine blades produces aerodynamic noise through a variety of processes as air passes over and past the blades.

- Shadow Flicker

Shadow flicker occurs when the sun passes behind the wind turbine and casts a shadow. As the rotor blades rotate, shadows pass over the same point causing an effect termed shadow flicker. Shadow flicker may become a problem when potentially sensitive receptors (e.g., residential properties, workplaces, learning and/or health care spaces/facilities) are located nearby, or have a specific orientation to the wind energy facility

### 1.1.3 National Legislation

There is also consideration of applicable Indonesian legislations, standards, and regulations where relevant. These include:

- Constitution for the Republic of Indonesia article 27 2. Law ref. 01 / 1970 regarding *Keselamatan Kerja* (Occupational Health and Safety)
- Law ref. 18 / 1999 regarding *Jasa Konstruksi* (Construction Services)
- Law ref. 28 / 2002 regarding *Bangunan Gedung* (Buildings)
- Law ref. 13 / 2003 regarding *Ketenagakerjaan* (Labor)
- Government Regulation ref. 29 / 2000 regarding *Penyelenggaraan Jasa Konstruksi* (Implementation fo Construction Services)
- Government Regulation ref. 30 / 2000 regarding *Penyelenggaraan Pembinaan Jasa Konstruksi* (Implementation of Construction Services Development)
- Government Regulation ref. 4 / 2010 regarding *Usaha dan Peran Masyarakat Jasa Konstruksi* (Business and the Role of Construction Services Society)
- Joint Decree between Minister of Manpower dan Minister of Public Works ref. KEP174/MEN/1986 (104/KPTS/1986) regarding *Keselamatan dan Kesehatan Kerja pada Tempat Kegiatan Konstruksi*
- Ministerial Regulation of Ministry of Public Works ref. 09/PRT/M/2008 regarding SMK3 Bidang Pekerjaan Umum
- Government Regulation number 50 of 2012 regarding the OHS Management system (SMK3).

### 1.2 HSE Philosophy

Contractor strongly believes that our employees are our most valuable resources and no phase of business is more important than their personal safety. We believe that all accidents can be prevented and that safety is an integral part of everyone's job. Our customers, management and employees are responsible for demonstrating safety leadership, providing a safe work environment, and promoting safety as a value.

Our core safety beliefs include:

- All accidents are preventable
- All injuries are preventable
- Working safely is a condition of employment
- All operating exposures can be safeguarded
- Training employees to work safely is essential
- Injury/illness prevention has a direct impact on employee morale, productivity, company earnings and customer satisfaction
- Recognizing safe behaviors fosters better understanding of our policies, philosophy and practices.

To contribute to safety improvement across our operation, we share best practices and lessons learned among industries/organizations and our customers. In addition, we have a dedicated staff of safety professionals, and construction team to support our philosophy.

### 1.3 HSE Leadership and Commitment

Contractor Management leadership and commitment are an essential part to promote a culture conducive to good HSE performance in which the HSEMS can function effectively. Contractor Management will provide strong and visible.

Expression of commitment and ensure that this commitment is translated into the necessary resources to develop, operate and maintain the HSEMS and to attain the policy and strategic objectives. Effective leadership is vital to the success of a Health, Safety and Environmental objectives and programs. Management's leadership lays the foundation upon which a solid program is built and reflects Management commitment for its implementation. The Management can foster active involvement of employees and contractors in improving HSE performance by:

- Establishing the Company HSE policy. The HSE policy statement signed by the Chief Executive Officer (DirekturUtama) will be displayed in all contractors' facilities at suitable locations.
- Allocating the necessary resources for HSE matters and objectives.
- Demonstrating and setting a visible commitment in day-to-day activities.
- Recognition and motivation to improve personal HSE performance.
- Encouragement of participation of staff at all levels in development, maintaining and Improving HSEMS.
- Communicating the importance of HSE considerations in business and operational decisions.

- Communicating HSE concerns between company and all contractual activities and agreements.
- Developing structured and documented competence assurance systems and procedures.

Contractor is committed to safeguard the environment as well as minimizing the Occupational Health and Safety risks to its employees, sub-contractors, customers, and the community at large. Contractors believe that the excellent HSE performance is an integral part of the profitable business management.

Contractor is committed to:

- Establish, maintain and continually improve HSE management system.
- Comply with all applicable rules and regulations on Occupational Health, Safety and Environment Protection.
- Operate and maintain all facilities, process and procedures to secure sustained Health, Safety and Environment Protection.
- Provide adequate information, instructions, and supervision on HSE to employees, contractors, and nearby community.
- Ensure that all employees trained, equipped and ready for effective and prompt response to accidents and emergencies.
- Adopt and prompt industry best practices to avert accidents and improve our HSE performance.
- Make efforts to preserve ecological balance and heritage.
- Measure, monitor and review HSE performance, as part of regular management reporting and review process.

For general HSE Subject, Contractor will

- Commit to meet defined, measurable HSE targets.
- Comply with all applicable laws and regulations and apply internationally recognized Standards where local laws and regulations do not exist.
- Hold all levels of line management accountable for HSE issues and for the development of positive attitudes in themselves and those whom they supervise.
- Require contractors to apply same or similar HSE standards, practices and procedures.
- Undertake appropriate reviews and evaluations to measure HSE performance against defined standards and to ensure compliance with this policy.
- Provide appropriate HSE training to employees and contractors.
- Develop and maintain HSE emergency procedures.
- Periodically audit and review application of process control and management measures to ensure compliance with the HSE guidelines.
- Openly report HSE performance (comply or not comply).

For Health Subject, contractor will:

- Control and manage all chemical, physical, biological, and mechanical factors which contribute to health risks, based on established guidelines and standards, applying best available technology consistent with good industry practice.
- Strive to protect and promote the health of all employees and contractors.

- Design facilities, establish procedure, provide training and conduct operations in a manner that minimizes risks and hazards to workers, property and community at large, applying best available technology consistent with good industry practice.
- Ensure all operations are conducted with the safety of the employee and community as a primary objective.
- Progressively reduce emissions, effluents, and wastes and improve effluent use of natural resources and energy.
- Provide services supported with practical documented advice which, when used and practiced in accordance with this advice will not cause undue effects on the environment
- Preserve and protect all locations of archaeological, historical and natural interest in the areas of project operation.

## 2 Policy and Strategic Objectives

### 2.1 General

Contractor management establishes and endorses overall Health & Safety and Environmental (HSE) policy and makes sure that HSE objectives are established and implemented as shown below.

Contractor management ensures the services provided have completely satisfied all Company requirements. Company requirements will be clearly identified and communicated to the organization.

Contractor management is committed to implement and develop the HSE policy and this is demonstrated by communicating to all organizations the importance of these policy in meeting Company as well as statutory and regulatory requirements.

Contractor Corporate Policy statement shown below will be elaborated and more detailed to adopt with the Engineering, Construction, and Commissioning phases of the project and shall be in line with the specific Health, Safety and Environmental policy to have a clear and concise purpose.

### 2.2 HSE Policy Statement

The purpose of the following statement is to clearly and concisely communicate contractor commitment to HSE to all project personnel, company, consultants and subcontractor. This policy is to promote high standards in safety performance, health preservation, environmental care and security through developing and maintaining the appropriate HSE plans and procedures covering such elements as assessments, education, motivation, participation, communication, implementation and accountability.

This policy will provide assurance that the applicable legislation, codes of practice, and Company requirements will be complied with. The policy will be distributed to all project personnel, displayed on notice boards at each work location and copies provided to Company, consultants and subcontractors.

#### 2.2.1 Policy on Employee and Facility Safety and Occupational Health

Contractor will ensure that the activities are conducted with full concern for the safety of its facilities in order to protect the safety and health of employees, communities adjacent to project site and the general public.

Contractor will comply with all applicable legal requirements pertaining to occupational safety, health, process safety and fire protection.

Contractor Guidelines based upon established engineering practice and appropriate industry standards will be developed when existing laws and regulations do not provide for adequate protection.

Contractor will carry out the objective of this policy by developing and maintaining safety management systems and procedures which ensure that employee safety and health considerations receive priority in design engineering, construction, pre-commissioning and commissioning of facilities.

Contractor also will require appropriate safety and health training and will require strict adherence to safety rules and procedures.

Contractor will hold each Manager, Section Head, Supervisor and Employee accountable for the safe performance of their job and will measure their achievement in preventing occupational injuries, illness and accidental losses.

Contractor will provide qualified safety and health staff and appropriate equipment to support management in carrying out their objectives and goals in these areas. The same HSE rules and standards are expected to be implemented by sub-contractors.

### **2.2.2 Policy on Environmental Protection**

Contractor will ensure that the activities are conducted with full concern for safeguarding employee and public health, for protection of environmental and to comply with relevant environmental laws and regulations.

Where contractor becomes aware of a hazard representing a risk not covered by existing laws or regulations, where appropriate, contractor will develop its own environmental standards and practices to provide for adequate protection of employees, public health and the environment.

Environmental laws and regulations will be periodically reviewed to comprehend changes in laws and regulations, national goals, new scientific and technical information and resource availability.

Contractor will coordinate with the company and government in identifying environmental goals and in developing effective, reasonable and equitable control programs.

### **2.2.3 Alcohol and Drugs Policy**

Alcohol and drugs are a potential health risk, low violence within the workplace and as such it is forbidden for any person to possess, or be under the influence of alcohol or non-prescribed drugs, at any time or anywhere on the work site. Personnel using prescribed medication shall inform their work supervisor about the drugs, which they are taking, prior to arrival on site.

Alcohol and drug test shall be performed twice in a year to all workforce on this project.

## **2.3 Strategic Objectives**

Contractor will implement HSE policy and project execution activities through:

- HSE Management System and meeting the expectations within HSEMS
- Involving the workforce in the development and achievement of HSE goals and objectives
- Setting HSE performance challenges (No accidents, no harm to people, and reduce emissions, effluent and waste all throughout project phase).
- Enhancing HSE reputation and profitability by improving HSE performance
- Self-auditing and continuous review

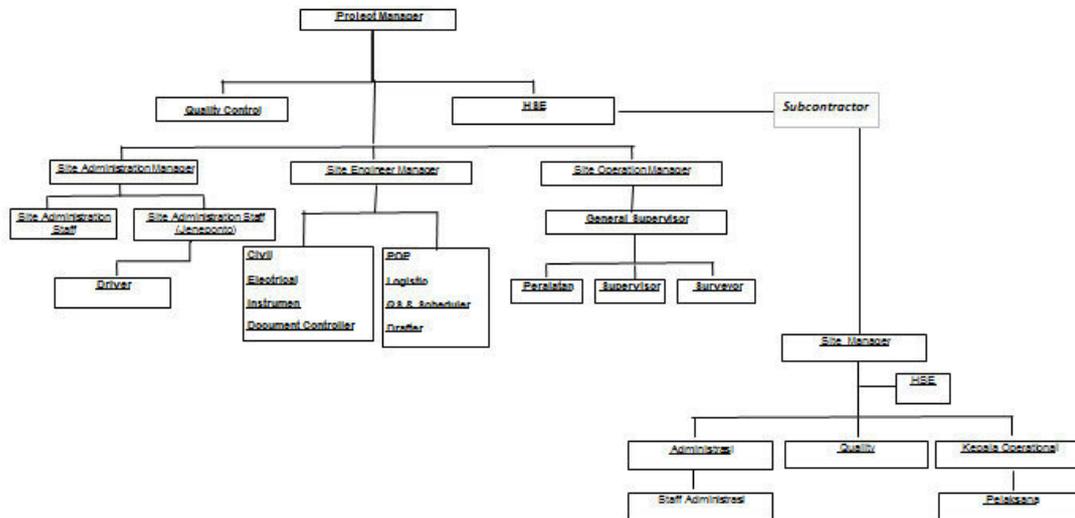
The strategies to achieve the objectives of the HSE Management System include:

- Create positive health, safety and environment attitudes and perceptions at all levels to raise health, safety and environmental awareness in general.
- Implement a training program that supports the achievement of personnel competency in relation to health, safety and environment

- Maintain updated internal and external standards which comply with contractor, and company's HSE Regulations.
- Incident and Environmental Pollution Prevention system with the involvement of all staff; with regular inspections and reporting to ensure compliance.
- HSE Performance Reviews of compliance and non-compliance to be conducted by contractor Management and improvement Action Plans implemented; HSE management system and its performance through regular audits and inspections.

### 3 Roles and Responsibilities

#### 3.1 Organization Chart Contractor – Subcontractor



#### 3.2 Worksite HSE Organization Roles and Responsibilities

Responsibility for HSE involved all levels within the organizational structure of the Project, from Company, and contractor down to each subcontractor and supplier. Coordination and cooperation between and across these levels is aided through the use of a site HSE committee comprised of contractor and subcontractor site management, field supervision and employees. The company HSE representatives will be invited to participate in this process. Project HSE manager is responsible for having a link to the Engineering HSE Engineer on issues of design safety and the Site HSE manager on issues on construction/commissioning HSE affairs and reports to Project Manager and links to the contractor Corporate HSE Department resources. The above are responsible for the implementation of all activities as described primarily in the procedures, although the Plan contains some implementation directions for some activities.

##### 3.2.1 General Features

Each individual project will have its own specific characteristics and requirements related to size, location(s), Client preferences, type of plant, etc., each of those must be considered in establishing the organizational structure.

Organization size is also variable and may range from a few individuals for small projects to a group of several hundred for the large projects. Organization size also varies during the life of a project with a few key people in the preliminary stages, building to a peak during the major production of drawings and preparation for site works, contracts etc., and tapering to a few peoples at the end of the project.

The focal point of the project will be also changed throughout the life of the project as emphasis and resources shift from Basic Design to Detail Design, Construction and Commissioning.

The organizational structure must satisfy not only the functional needs, but also important provision with an efficiency of inter-functional communication, coordination, and control. However, the key feature of the Project Organization is that it must provide with the most efficient coordination and

control of the correct resources, at the correct time, in the correct location to execute the project with cost effective quality.

In any event, Project Manager is responsible for determining (within contractual limits and the company requirements) the most efficient and effective structure.

### 3.2.2 Site Organization

It is recommended that right after Contract Award, site manager, chief construction manager and senior commissioning and startup coordinator should be appointed and let them take part in the project from the beginning. Site Manager will normally establish this site presence and assume responsibility for overall Site Management reporting to Project Manager.

However, an immediate presence may be necessary for development of site information local material, and/or local subcontractor. When Company does not establish a “resident” office in Home Office it may also be necessary to establish a project and engineering coordination presence with Company on site. In some cases, where a large degree of “local” Engineering or other services are provided then a project or engineering management presence will be required locally, at an early stage. Therefore, an overall local or “site” Project Management presence may be required at an early stage to support of these various activities.

However, as the project progresses into the construction phase, Site Manager will typically assume overall responsibility for site activities management. During the later critical and highly risky stage of plant commissioning and start-up, senior Commissioning Manager assumes responsibility for Plant Operations and Safety.

It is the responsibility of Project Manager to establish clear organizational plans and lines of communication and responsibility to ensure effective and safe transfer of responsibility throughout each of these phases.

### 3.2.3 Site HSE Committee

A Site HSE committee (P2K3), comprising contractor, the Company, and subcontractor, will be established to jointly plan, control and monitor the HSE at the site.

The committee will be led by Site Manager and the committee includes the following members: contractor Site HSE Manager, Construction Manager, Superintendent, Major subcontractor Site Managers and Safety Officers. The major functions of the committee are as follows:

- Review the HSE Activities Planned & Implemented for effectiveness.
- Establish detailed, common safety activity targets and actions necessary to achieve those targets.
- Plan and conduct site safety events and activities for the motivation and awareness of safety.
- Review safety performance and statistics of all participants. Evaluate the causes and consequences of poor performance. Make public the results to all personnel.
- Disseminate information on all Site incidents and near misses, including any root cause analysis performed, actions taken, and lessons learned (i.e. incident reporting)
- Study necessary measures for improvement.
- Identify hazardous activities and co-ordinate necessary measures among the parties involved in the work.
- Identify HSE subject to be monitored.
- Conduct safety patrols to audit and inspect all areas.

- Review and issue the results of audits and inspections and discuss necessary measures for improvement.
- Evaluate safety orientation and training

### 3.2.4 Responsibilities and HSE Professionals

The project personnel responsibilities for HSE are as follows:

#### 3.2.4.1 Project Manager

Project Manager sets the Policy and Strategy for the project and has the overall responsibility for HSE and approves the HSE Plan and Procedures. Project Manager has the main responsibility and authority for ensuring that the specific HSE requirements are identified, defined and fulfilled. Also, Project Manager is to ensure all of project management team which includes the Construction Manager, Senior Commissioning Manager and Engineering Manager, Procurement Manager, are understand and meet their HSE objectives and responsibilities. Responsibilities also include:

- Ensuring adequate HSE resources are available to implement HSE on the Project
- Lead HSE meetings
- Supporting the implementation of the HSE Management System

#### 3.2.4.2 Project HSE Manager

- Responsible for preparing and implementing the overall HSE Plan for EPC at the design phase and for reviewing, monitoring, auditing and reporting on the performance of the HSE activities.
- Responsible for ensuring HSE is implemented throughout the project lifecycle
- Represents the project on all HSE matters
- Communicate all relevant HSE rules and standards to the project personnel
- Ensuring that all HSE standards, procedures and applicable legislation are applied at all stages of the Project
- Support and line management responsibility for the Site HSE Engineer
- Liaise with Company HSE team

#### 3.2.4.3 Project HSE Coordinator

- Monitor the effective implementation of the project specific safety management plan
- Support the selection, coordination, and implementation of key safety initiatives.
- Assess effectiveness of safety processes and key safety initiatives.
- Report assessment results and plans to improve performance to Worksite Safety manager.
- Participate in risk assessments and incident investigations

#### 3.2.4.4 Construction Manager

Construction Manager will also have the overall responsibility for constructability and plot plan and layout reviews for construction safety aspects. Under his authority, the construction supervisors will implement the Construction.

Construction Manager is responsible for ensuring all construction activities are completed in accordance with the project HSE objectives and that all of his line management is suitably competent and trained in the same. He is responsible for ensuring that all managers, supervisors and designated subcontractor personnel reporting to him attend all required HSE meetings and training and comply with/support all HSE activities including:

- HSE policy in the daily activities.

- Promoting the implementation of the HSE Plan by personal example
- Ensuring that safe construction equipment, tools and personal protection equipment and sufficient facilities for welfare, first aid and sanitation are available and used.
- Applying for Permits to Work
- Instructing the personnel working under their supervision to establish work methods, to plan of the sequence of operations, to outline potential hazards at each stage, and to indicate precautions to be adopted.
- Checking work methods for newly started and major activities before work starts.
- Creating safety awareness by holding safety meetings and talks

### **3.2.4.5 Administration Manager**

Responsible for the safety and security of the temporary facilities and offices

### **3.2.4.6 Quality Control Manager (Construction)**

Responsible for incorporating in the material traceability and inspection procedures for the site work, the applicable HSE requirements. In this respect, he will coordinate with the engineering and the construction supervisory groups.

### **3.2.4.7 Supervisors**

Has the primary responsibility to ensure the implementation of HSE rules and standards at work place, such as:

- Ensure the subcontractors preparation of a Pre-task Planning and Risk Analysis for the job, and make it known to the workers prior to beginning the job.
- Educate the work force so as to ensure that the safety procedures are followed in the execution of the daily construction activities.
- Supervise construction so that all work is conducted in a safe manner and take corrective measures as necessary.
- Take immediate corrective actions when they find an unsafe situation or when requested by Site Manager, HSE Group, and company.

### **3.2.4.8 HSE Officer**

- Support the development of OHS policies and programs
- Advise and instruct on various safety-related topics (noise levels, use of machinery etc.)
- Conduct risk assessment and enforce preventative measures
- Review existing policies and measures and update according to legislation
- Initiate and organize OHS training of employees and executives
- Inspect premises and the work of personnel to identify issues or non-conformity (e.g. not using protective equipment)
- Oversee installations, maintenance, disposal of substances etc.
- Stop any unsafe acts or processes that seem dangerous or unhealthy
- Record and investigate incidents to determine causes and handle workers compensation claims
- Prepare reports on occurrences and provide statistical information to upper management

### 3.2.4.9 HSE Inspector

- Inspects equipment, tools, and working conditions to ensure safety of workers engaged in construction and maintenance of overhead and underground power lines: Inspects safety belts, ladders, ropes, rubber goods, and tools and replaces those not meeting safety requirements.
- Observes crews at work and reports laxity in safety precautions, such as failure to use goggles, rubber gloves, and other safety devices.
- Investigates accidents to determine causes and devises preventive measures
- May instruct workers in use of safety equipment and safe work methods.

## 3.3 Resources

Contractor management determines, provides and maintains all resources needed to achieve objectives and ensures that these resources are always available. Ensuring the competence of personnel, who have been appropriately trained, qualified, and experienced, should always be available for tasks.

All employees are requested to undertake the adequate education and training to enable them to perform all their duties.

The education and training sessions will ensure that each member of the organization is capable of performing his duty correctly and consistently to the standards required by Contractor and/or company.

All employees are required to be appraised regularly by management who has authority for estimating competency and identifying any training needs.

Records of training and competence are filed as part of the human resource management.

Contractor evaluate the effectiveness of its training and development activities on a continual basis and formerly at each Management Review meeting. Contractor management ensures that adequate and proper facilities and the supporting services are always available for tasks to be carried out in a safe and economic manner and that the results of the tasks are capable of achieving the desired specifications with minimal impact on the environment.

Facilities include as applicable, buildings, workspaces, associated utilities, office hardware and software, communication and transportation etc.

Contractor determines and manages the work environment needed to achieve the tasks to agreed requirements.

Contractor management, as far as practically possible, ensures that adequate financial resources are available to provide the resources needed to implement, maintain and continually improve the IMS (Integrated Management System and its performance and effectiveness.

Information systems and processes are established to ensure that all information needed to achieve contractor policy and objectives is readily available, and confidentiality is maintained within the organization.

Only experienced personnel will be employed, with the exception of personnel hired locally who are to be trained for the performance of their duties. All site personnel and workers will be medically checked to ensure that they are in good health and fit for the work.

## 3.4 Subcontractor

### 3.4.1 Subcontractor Selection and Interface Management

Each subcontractor has the primary responsibility for the safety of the activities of its own employees in conformance with contractor HSE requirements. The subcontractors will be required to:

- Have in place/adopt HSE, plans and procedures matching project requirements
- Report all event near miss, incident/accident and fatality to the contractor maximum in 2 hours once the event occurred.
- Personnel must conduct ERP based on contractor's ERP Plan. Personnel shall be full trained to emergency occurred.
- Implement the contractor HSE Plan for Construction,
- Comply with company / contractor HSE procedures, and
- Prepare method statements and Pre-task Planning and Risk Analysis as required by company / contractor.

Contractor will interface and manage subcontractors through pre bid / award and kick-off meetings, weekly progress and performance reviews (including a review and trending of HSE matrix).

This will also be facilitated by establishing a close working relationship between all subcontractor HSE personnel and contractor HSE personnel (Site HSE Committees, weekly meetings, assistance with HSE Toolbox Talk materials, etc) and through involvement of subcontractor's in all sites HSE programs, inspections, meetings, and celebrations of success initiated on site.

Contractor will when preparing all contracts and purchase orders attach HSE requirements to ensure HSE requirements are complied with.

### 3.4.2 Managing Subcontractors

All subcontractors involved in the work will submit their own HSE program before contract with contractor. Contractor will ensure for each subcontractor understands and follows the HSE Management System for the Project prior to mobilizing to site. Contractor will ensure that the applicable HSE procedures are communicated to the company, subcontractors.

### 3.4.3 Working with Subcontractor

Contractor will assess the capability of those who work on the project area on behalf of operations as standards and monitor their performances. contractor will work with sub-contractors to encourage a responsible and effective approach to HSE and security management.

They are to align with contractor's system wherever practical and possible.

## 4 Safety Meeting

### 4.1 Management Safety Meeting (Company/Client)

Different levels of meetings are conducted during the execution of the project. company and contractor meeting shall be conducted in weekly intervals. Review on safety performance and various safety activities are reviewed during the meetings.

#### 4.1.1 Safety Leadership Team meeting- Monthly

Senior management personnel from contractor and company attend to this meeting. The meeting mainly focuses on effectiveness of safety management system and looking ahead for continual improvements.

#### 4.1.2 Safety Steering Monthly

Steering committee is formed from senior personnel from contractor/ company and sub-contractor's representative including senior HSE Personnel. The meetings are conducted once in a month at site.

#### 4.1.3 Worker Safety and Health Teams-weekly Safety Committee

This is the weekly meeting conducted at work site. Site HSE personnel, selected representatives from works site and company representatives will attend this meeting.

#### 4.1.4 Mass safety meeting - Weekly

Mass safety meetings are conducted on every Monday morning before starting the work. All personnel at work site will attend this meeting.

#### 4.1.5 Pre-shift Safety Meetings (Daily Tool box talk)

Daily tool box talks are conducted by supervisors. JSA is fully reviewed during this meeting. These meetings are conducted at work site.

#### 4.1.6 Project Progress Reviews

Project progress reviews are organized on weekly basis.

#### 4.1.7 Functional/discipline ad-hoc meetings

Internal departmental meetings are organized by each discipline as and when it required. As a minimum, the meetings are scheduled once in a week.

- Contractor will commence every structured meeting with a 'safety moment' - a very brief reminder on an HSE related topic. This is contractor's initiative for continual improvements. The objective is to improve individual safety practices and culture by collecting, organizing, hosting and delivering a range of safety information sharing.
- Contractors will coordinate and disseminate communication from such meetings across the entire workforce. The areas needing immediate attention shall be attended with top priority.

## 4.2 HSE Meeting Program

Periodical Site HSE meetings will be held between the Site Manager, Site HSE Manager and Discipline Superintendents at Site including relative subcontractor.

Site HSE Manager will establish a regular schedule for HSE meetings as below and maintain records of personnel attendance to manage and communicate effectively. Project Manager/Site Manager shall manage and monitor HSE activities and taking action and provide resources to support their objectives and work activities.

### 4.2.1 Pre-construction Safety Meetings

At the kick-off meetings with subcontractors, the project safety requirements will be discussed, in particular,

- Project HSE policy
- Indonesia laws and regulations related to HSE aspects
- Project HSE requirements
- Project HSE procedures
- Site conditions
- Construction activities and associated risks

### 4.2.2 Weekly HSE Meeting

As part of the weekly co-ordination meetings at the site, all field key personnel and safety officers will discuss matters related to safety and present the safety performance and problems encountered in their area or trade.

The minutes of the meetings will be distributed to the attendees, site management and the HSE Group.

- Attendees:
  - Company's HSE Personnel, Contractor HSE Personnel and Subcontractor's HSE Personnel
- Function:
  - To discuss results of HSE Inspections
  - To provide positive answers to questions remaining open from previous meetings
  - To highlight accident reports, statistics and analysis.
  - To identify and report all near miss situations
  - To discuss further HSE training requirements
  - To plan HSE topics relevant to current work activities or highlighted HSE concerns.
  - To openly discuss and answer Sub-contractor's questions and points of view

### 4.2.3 Daily Tool Box Meeting

All work crews will hold daily meetings to address and resolve general safety matters affecting the whole work group. Tool box safety meetings will be held at the beginning of each work day prior to dispersing into smaller crews to commence work. The group or team supervisor is responsible for the meeting. Groups will generally be 20 workers or less and the safety talks should not exceed 10 minutes.

The following personnel shall attend the Toolbox Safety meetings on a rotating basis:

- Supervisory personnel
- Subcontractor Construction Manager
- Safety Officers

The safety talk should focus on accident prevention, and not become a forum for personal grievances.

Function:

- Hazard identification & analysis
- Safety procedures for work in hand
- Instructions unique to the work in hand

#### **4.2.4 Pre-task Safety Meetings**

A pre-task safety meeting is the final review stage led by the supervisor prior to the actual start of each crew's daily work activity, e.g., erecting a scaffold, excavating a ditch, piling, structure and equipment erection, or crossing of, and tie-ins to, existing facilities. This meeting is held at the work face, and provides a good opportunity to make a last-minute review of accident procedures for the work to be performed. High-risk work and potential hazards can be highlighted and discussed to make sure everyone has a clear understanding of the precautions required and the role each person plays in performing the task safely.

Other personnel will attend on a rotating basis as required by Contractor Management or as required for the work including:

- Contractor Office Managers
- Contractor Discipline Engineers/Supervisors
- Subcontractor HSE Personnel
- Subcontractor mid-Level Managers

A written record will be maintained summarizing the main points of discussion and the Pre-task Planning and Risk Analysis will be used at the meeting.

## 5 HSE Promotion and Awareness

### 5.1 HSE Promotion

Employee safety recognition and motivation is an important part of any safety program.

Contractor and the subcontractors will establish a safety recognition and incentive program consisting of the following elements:

- Appropriate distribution and publicity of the management commitment to HSE
- Public and personal encouragement for proper safety attitudes and work planning
- Public recognition of remarkable safety attitudes and results
- Publicizing the number of hours worked without Recordable Incidents; without Lost Work Day Cases, etc. Project Signs, Bulletin Boards, Posters, meetings/ Luncheons/ Dinners, etc.
- Prize Drawings utilized where participants are entered into a competition based upon incident-Injury Free Performance or Area or subcontractor Safety Ratings
- All persons in the area (or work for subcontractor) rated highest in Monthly Audit receives gift plus entered into the Prize Drawing
- Unsafe areas/subcontractor personnel not included in the Prize Drawing

This will be achieved through a behavior-based program that shall include gifts and/or gift certificates and recognition presented on a monthly basis or as agreed. Gifts will be culturally accepted items of significance. The criteria for awards will be based on (to be agreed upon by company and contractor):

- Standardized Audits of Work Areas on a monthly basis
- Assessments of subcontractor Participation and Support for HSE based on Leading Matrix
- Overall HSE performance based on Training matrix

The program will be designed to reward both the workforce and the subcontractor Supervision Levels which reach for 500.000 hours without LTI. Workforce levels will participate through drawings where participants are selected based on their monthly attendance and HSE Performance as well as those observed working safely and selected for Spot Recognition Awards. The subcontractor's supervision awards will be based on the results of Area Audits, Perception Surveys, and Statistical reviews conducted by the HSE group.

### 5.2 Disciplinary Measures

Should anybody at the site not comply with the safety measures and practices, contractor and subcontractor management will apply corrective disciplinary measures. The severity of these will be related to the seriousness and repetition of the unsafe acts.

A record of the safety breaches (By Work Area, Supervisor and subcontractor) will be kept by Site HSE Manager. Offenders will be identified and, depending on the seriousness and frequency of the offences, one of the following measures will be taken:

- Warning
- Week Suspension and re-training
- Removal of the offender from site
- Driving a vehicle in excess of the stipulated/posted speed limit on the Site

- Not complying with the 100% fall protection and 100% tie-off policy placing their life or the lives of others in imminent danger
- Altercation (both parties will be dismissed, regardless of reason).
- Disregarding barriers
- Violating WP (work permit) conditions or performing work without a WP where an approved WP is required.
- Energizing or de-energizing a power source without proper authorization/WP.
- Smoking in vehicles, offices and any other unauthorized area
- Operating or causing to operate equipment without a valid operator's license, valid inspection, color coding and training.
- Performing activities and operations (where training must be conducted by contractor) without the required training.

### 5.3 HSE Incentive Scheme

The purpose of HSE incentive scheme is one kind of motivation techniques for workers at site to promote individual safety, increasing the production and reduce injuries which will be done by providing individuals with a certain type of awards for good performance.

#### 5.3.1 Categories

The workers whose behavior belongs to categories listed below are qualified to be nominated for Safety Person Award:

- Wearing their Personal Protective Equipment Properly
- Maintaining good housekeeping and proper disposal of waste material
- Practicing the safe techniques while operating tools and equipment
- Using fall protection effectively whenever necessary
- Reporting a hazardous situation/act and near miss case
- Promoting Safety with the group
- Following Safety Procedures at work

#### 5.3.2 Rewards

Listed are the different types of rewards for selected awardees for each month:

- A title to those who deserve it with monthly plaques so called "Safety Champion"
- Personal day-Off (this can be valid on workers discretion with approval)
- Compensatory hours
- Money awarding in special case
- Items with project logo and workers name
- Special commemorative items or pin
- Tangible items or products
- Some edition items (belt buckles, knives, etc.)
- Bonds, gold or silver, which are usually kept as a constant reminder

#### 5.3.3 Site HSE Manager is responsible for this HSE incentive scheme

- To form a program for Incentive

- To provide whatever training or notice needed to inform entire contractor and subcontractor's employee regarding the procedure of HSE incentive scheme.
- To arrange all rewards needed

### 5.4 HSE Awareness Program

This Safety Awareness program shall be conducted by the Site HSE Manager and team; with the full involvement of subcontractor's HSE staff. The program shall be directed to all employees at site and include such measures as;

- Publication, and posting, of the site HSE Policy, Goals & Strategy
- Site Safety Statistics shall be prominently displayed at the main entrance to the site and updated daily.
- Publication, for site distribution and notice, of safety statistics including;
- Total accident free Man-hours worked for the jobsite and for each contractor
- Accident and Near Miss reports and investigation results
- Examples of Accidents and Near Misses that did not cause injury due to the proper use of PPE
- Establishment of an HSE Topic of the Month program
- The implementation of the Safety Incentive Program
- Regular (daily) site surveys of site safety measures and posting shall be conducted by the area Safety Coordinator, with the responsible Supervisors and Foremen, to monitor such items as excavation barricades and crossings, restricted access areas, heavy lift and equipment operating areas, elevated work areas, radiography areas, etc.
- The daily and weekly Toolbox Meetings are an integral part of the ongoing Safety Awareness Program.

In addition to the Safety Thought for the Day and HSE Topic for the Month, safety topics of interest to be addressed at these toolbox sessions will include, work-site housekeeping, working at heights, use of lift equipment, excavation precautions, permit to work procedures, confined space work, etc.

The Safety Awareness Program shall be planned and conducted by Site HSE Manager and his HSE Team who shall present the plan to the HSE Management Committee for comment and approval of content on a regular basis.

Site Manager should execute the safety mileage campaign in accordance with the directives of safety mileage campaign for improving the safety mind of employees and preventing the accidents, and report that results by "Safety Mileage M/Monthly Report" to the management at head office once a month.

#### 5.4.1 Safety Campaign

Contractor shall initiate Safety campaigns on a monthly basis involving continued visual reinforcement of established safety expectations, desirable behaviors, hazard warnings, and general communications are proven to be beneficial to a worksite's safety performance.

Contractor safety campaigns shall include:

- Safety Slogans (such as Nobody Gets Hurt or Safety First).
- Safety Signs in bilingual that is English and Bahasa (outlining site rules, requirements, and hazards).

- Safety Posters.
- Safety Stickers.
- Monthly Safety Newsletter (containing topics on recent incidents, safety performance, and off the job safety).

Contractor will involve the workforce in safety campaigns and encourage participation in development (example, safety slogan contests) and provide recognition.

### 5.4.2 Warning Notices and HSE Information Notice

Safety and training materials such as booklets, posters, visual aids, etc. will be suggested by contractor. Each subcontractor will be expected to arrange for appropriate materials and should utilize the materials suggested. Posters of all sizes must be displayed at locations throughout the site.

Site HSE Manager shall maintain the HSE scoreboard and display it at the key location of the project site facilities. Information of the HSE scoreboard shall be updated on daily basis.

Also, Site HSE Manager shall arrange to issue HSE flyer for providing details of the site accidents/injuries, summarizing details and comments to avoid re-occurrence on the project site.

Warning signs will be displayed throughout the site, wherever any hazard warrant their use.

Bulletin boards will be used to advantage in displaying safety posters.

### 5.4.3 Observation and Intervention (O&I)

Contractor will implement O&I program. The goal of the O&I process is to positively reinforce safe behavior and to change at-risk behavior through a process of correctional feedback. The program covers following:

- Structured process for completing an observation.
- Provide training for personnel.
- Be a system for facilitating and encouraging intervention.
- Provide a structured system for providing feedback to personnel post observation.
- Provide a systematic process for collection and analysis of data obtained from observations.

Contractor will periodically assess the effectiveness of O&I process and share assessment results with Management Steering Team. Company reserves the right to participate on assessments of O&I process.

Goals and objectives will be established based on the guidance provided in the Core Safety Leading Indicators Guideline

## 6 Employee Orientation Program

All personnel assigned to or visiting the construction site will be given a site induction course and badge the first day of work by contractor. This course is mandatory and no entry to the Construction Site or work will be allowed prior to participation in the Safety Induction. During this training, each person is made aware of the Project HSE values, goals, and their responsibilities. They are also taught the basic HSE rules in force at the Site and our commitment to their personal safety & health. Training materials will be available in English and translated into the language(s) spoken by the work force.

The policy on alcohol and drug abuse will be explained to all personnel, who must sign an acknowledgement and acceptance form.

Each individual who successfully completes the site induction course will be issued a HSE Handbook and a safety helmet sticker, and they shall be issued appropriate clothing/PPE by their Employer (see below) prior to receiving their entry badge.

PPE required entering Site:

- Safety Helmet (BS 5240 Part 1 or ANSI 289.1 1997)
- Safety Glasses with Side shields (goggles, BS 2092/Spectacles BS 2092.1)
- Gloves
- Safety Work Shoes (CE. En 345)
- Coveralls - color-coded for their Subcontractor Employer (lower tier subcontractor personnel shall have same color coveralls as the main contractor as required.
- Safety Vest

As a minimum HSE orientation program prior to the start of construction works essential points that considered are:

- Company's and contractor HSE rules and regulations
- Plant security
- Emergency evacuation procedures
- Whom to call in case of fire, accidents, explosion and emergency
- Issue of permits for work under abnormal conditions
- Smoking rules
- Speed limits and parking facilities
- Sanitary facilities
- Dumping facilities
- HSE Program, Policy and Goals
- Each individual responsibility towards HSE goals
- Employee and Supervisory responsibilities
- Hazard identification and communication
- Site-specific hazards and precautions
- Location of First Aid Station; Medical facilities services and ambulance, reporting procedures
- Incident and Injury Reporting Procedures;
- Emergency Response Action Plan (Incident alarms identification)
- Use and maintenance of Personal Protective Equipment
- Identification and use of emergency equipment
- Other Safety Awareness items; i.e. Map of Work Areas and Muster Points, Emergency Equipment (availability and use), etc.

## 7 Program Assessment

### 7.1 HSE Key Performance

Contractor’s key performance indicators are prepared based on company expectation and previous safety performance in executing major projects in Indonesia. Various effective safety programs and effective monitoring is considered in order to achieve HSE objective.

#### 7.1.1 Lagging Indicator

Contractor will utilize a structured assessment process to periodically verify the implementation as planned, is effective, and is continually improving. Contractor will perform at least two (2) assessments annually. Contractor will capture findings, recommendations for improvement, and lessons learned and shall track such topics to resolution. Contractor will share lessons learned with company and will upgrade and re-issue the system and its supporting documentation as high impact lessons learned are identified and resolved.

Following shall be carefully monitored and assessed on a weekly basis:

Description	Target
Fatality	0
LTI	0
TRIR	3,3
Medical Treatment	0
Oil spill	0
Property Damage Note: Loss is over US\$10.000	< 5
Near Miss	25
First Aid	15

#### 7.1.2 Leading Indicator

More emphasis on leading indicators. Leading indicators will be compared on “make it happen” safety objectives. Following shall be carefully monitored and assessed on a weekly basis:

Description	Target
Safety Toolbox Meeting (Event)	1x/day
General HSE Meeting	1x/week
Inspection (min.)	1x/week
Contractor Join HSE committee	4x/year
HSE Training Completion	80%
ERP Drill Completion	80%

Audit	80%
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Contractor will organize internal audit once in three months for review the effectiveness of implementation and review the status of leading indicators.

Contractor strongly believes that Health and Safety Management is at its most effective when all parties, including managers, workers, health and safety specialists and directors work together to a common aim. Without commitment from any one of these groups, success will be compromised.

## 8 Safety Work Practices

### 8.1 Safety Inspection and Walkthrough

It consists of approximately 2 hours (depending on the size of the premises during different phases of the project) quick basic health and safety inspection walkthrough at work site and supporting facilities.

The team giving tips and recommendations on, specifically, health & safety non-conformities observed throughout the inspection:

- Answering any health & safety related questions
- Checking the contractor's health and safety policy.
- Checking the contractor's emergency response plan.
- Checking any other health & safety documentation/PTW system, JSA
- Checking the contractor's emergency evacuation plans and/or assisting by making recommendations on the drawing up of or revising existing emergency evacuation plans according to what is or was observed during the inspection.

It is recommended that at least, the Site Manager, Construction Manager, Site SHE Manager or a safety representative of the contractor attend the walkthrough.

The role of the attendees on the walkthrough will be to:

- Take notes, ensure health & safety questions are asked and interacted with the worksite team and understanding the concerns if any.
- Ensure copies of or have any documentation the contractor's wishes to be inspected by health & safety consultants on inspection walkthrough is at hand.
- Work Site safety walkthroughs are designated tours of the site or facility to be performed by Site Management personnel as well as work site personnel. Walkthroughs should be informal and focus on particular areas of work execution. Deficiencies and hazards that are identified must be rectified and closed out using a structured process. A weekly walkthrough involving senior WORK SITE management should be conducted by contractor and subcontractor. Walkthroughs involving management are utilized to demonstrate management commitment and leadership.

#### 8.1.1 Safety Inspection

Effective safety and health inspections are one of the most important incident/accident prevention tools in the CONTRACTOR's safety and health program. Using experienced inspectors in a planned inspection program will reduce incidents and property damage.

Safety inspections are aimed primarily at finding and recording unsafe conditions. This narrow focus tends to ignore other causes of incidents, such as unsafe actions and personal factors.

In order for the inspection team to be effective, they must inspect the workplace in its day-to-day status. They must see the activities and the conditions in which incidents, injuries and property damage occur.

An inspection program takes planning, preparation and training. Contractor will use inspection checklist (during weekly inspection) as a guidance system to maintain consistency of inspections. The recording and reporting any deficiencies during the inspections are brought to management, the

safety committee and supervisors. The last part of the system should provide a means of follow up and the monitoring of any deficiencies identified

### 8.1.2 Safety Walkthrough

Safety walkthroughs are performed to observe work, inspect the workplace, and talk with the employees about the safe performance of work. The walkthroughs serve the purpose of proactive accident prevention and promotion of safety and health awareness among staff members and demonstrate the importance that Line Management attaches to safety.

Work site safety walkthroughs are designated tours of the site or facility to be performed by Site Management personnel as well as work site personnel. Walkthroughs should be informal and focus on particular areas of work execution. Deficiencies and hazards that are identified must be rectified and closed out using a structured process. A weekly walkthrough involving senior work site management should be conducted by contractor and subcontractors. Walkthroughs involving management are utilized to demonstrate management commitment and leadership.

The following are some suggested ground rules for site investigations:

- Hazard analysis is a cooperative activity.
- You need workers to perform their jobs as usual so that you can study the job.
- Reassure employees that you will be scrutinizing the jobs and processes, not checking up on their performance.
- Explain that you will be involving them in all phases of the analysis and that you welcome their input. Be respectful of their opinions and contributions.

### 9 Permit to Work System (PTW)

Work permits are key component in ensuring a safe work environment. contractor will manage, control, communicate and document significant work activities with a Permit to Work system. Any construction activities within worksite are put under strict control of contractors PTW system except areas directly control by company operations such as SIMOPS locations and commissioning.

For specifically area, as part of the Safety Planning and Co-ordination, site HSE Manager will determine which work area or activity needs a specific work permit. As a minimum, this will include:

- Lifting and rigging
- Confined space entry
- Working at Height
- Excavation
- Electrical Isolation
- Steel clearing and sand blasting
- Vegetation and ground clearing
- Penetration through a wall, wall, floor, ceiling or roof
- Steel Structure
- Hot work

The work permits will have validity depending on Company permit to work system requirements or until the end of each work, whichever comes first.

Contractor And subcontractor supervision shall receive training as permit receivers per the Company requirements.

The original of the work permit will be posted at the work-site and remain posted until the work is completed. A copy of the permits will be filed by Site HSE Manager or his designee.

Both, the supervisory personnel and the Safety inspector in charge of the work will ensure that workers understand the hazards of the work and the working methods to be applied.

Contractor will follow the Company's work permit system and ensure that all contractor and subcontractor personnel will understand and implement their work in accordance with the work permit system.

## 10 Tools and Equipment

### 10.1 General Information

Details given below must be followed by all personnel using various tools (hand and power):

#### 1) Qualified Inspector

Inspections shall be conducted by experienced supervisors or competent person/ craftsmen who have demonstrated the competency to properly identify potential defects when inspecting the applicable tools or equipment.

#### 2) Personal Protective Equipment (PPE)

Workers must use the personal protective equipment (PPE) specified based on the work activity risk. Any deviations from the requirements for PPE must be approved by the Safety coordinator.

#### 3) Operator Qualifications

The operator must be trained in the safety features of the tool and know how to operate it in accordance with manufacturer instructions and safe practices. Where use of a tool requires specific training or certification, the supervisor must verify that the operator of the tool is competent.

#### 4) Using the Correct Tool

Select and use the proper tool for the job. Hand tools or power tools must meet local regulatory standards. Other requirements include:

- Hand tools or power tools must be used only in the manner and for the work for which they are designed.
- Workers must not intentionally subject a hand tool or power tool to conditions beyond its designed capacity.
- Workers must not defeat or bypass any safety device without approval of the supervisor.
- Use properly sized extension cords when using electrical equipment.

#### 5) Inspecting Tools

Inspect tools and equipment prior to use. Defective or unsafe tools or equipment must be repaired at once or taken out of service. Tools or equipment taken out of service must be tagged to prevent their use and must be repaired or discarded as soon as practical.

#### 6) Tool Storage

- Store tools properly so they are kept in good working condition and can be accessed easily:
- When working at elevations, tools must be secured when not in use.
- Tools must not be placed on moving machinery.
- Place long-handled tools, such as crowbars, shovels, rakes, and chain tongs in storage containers or retaining racks. Do not lean them in corners or against walls.

#### 7) Tool Maintenance

- Tools and equipment must be maintained in a clean and orderly fashion:
- Cutting tools are safer and more efficient when kept sharp. Avoid using dull cutting tools.
- Striking tools must not have damaged striking surfaces.
- Striking tools with "mushroomed" heads must be "dressed" to avoid splintering.
- Ensure tools are in good condition or repaired before placing them back in storage.

### **8) Tempered and Non-Tempered Tools**

Faces of sledges, hammers, and mauls should be slightly tempered. Heads of cutters, chisels, and other anvil tools should not be tempered.

### **9) Working in Groups**

For tools operated by swinging (hammers, shovels, picks, axes, machetes, brush hooks, or other similar equipment), group members must maintain a sufficient distance from others to allow safe use of the tools.

## **10.2 Power Tools**

Contractor will conduct regular power tools inspection in monthly basis and maintain the records.

### **1) Power Tool Inspection**

Before beginning work with a power tool, inspect the tool for defects. Power tools showing defects that affect their safe operation must be tagged and removed from service until repaired. Such defects include excessively worn, deteriorated, or inadequate components, including electrical insulation.

### **2) Dead man Switch**

Hand-held power tools must be equipped with a switch that is manually held in the "on" position ("dead-man" switch). Release of the switch must immediately cut power to the tool. Pedestal and bench-top drill presses should be equipped with a dead-man switch.

### **3) Operating Power Tools**

At a minimum, operators and mechanics must follow these guidelines when operating power tools:

- Do not remove or bypass interlocks or other safety mechanisms on the equipment.
- Do not operate any power tool with the safety guard(s) removed.
- Verify the tool is approved for the classification of the work area. If flammable vapors may be present, non-sparking or explosion-proof equipment may be required.

### **4) Repairing or Changing Power Tools**

Before repairing, servicing, or changing the attachments on an electric or pneumatic power tool, the power source must be disconnected. Before repairing, servicing, or changing the attachments on a liquid fuel-powered tool, at least one of the following precautions must be implemented:

- The spark plug wire is disconnected.
- The spark plug is removed.
- The fuel system is removed or disconnected (drain fuel system prior to removal).

### **5) Energizing Power Tools**

The start switch must be in the "off" position before attaching an electric or pneumatic power tool to its energy source.

### **6) Electrical Tools**

Electrical tools must not be used in the presence of combustible gas, where there is the potential for ignition.

In dry indoor applications portable, electrical tools and equipment must meet at least one of the following the following:

- Double insulated and approved by a competent party.

- Protected through the use of ground fault circuit interrupters (GFCIs) or an assured grounding program.
- In outdoor or wet indoor applications GFCIs must be used. (Class "A" GFCIs are used for personnel protection).

### 7) **Pneumatic (Air-Operated) Tools**

Pneumatic (air-operated) tools are the only type of power tool acceptable for use where there is a possibility of explosion or fire. The following guidelines apply for the use of pneumatic tools:

- Combustible gas or oxygen must not be used as the energy source.
- The supply source must be regulated so that it cannot exceed the working pressure of the tool.
- Couplings and hose connections on pneumatic tools must be inspected for safe attachment and good condition.

### 8) **Fuel-Powered (Gasoline) Tools**

- When gasoline-powered tools are not in use, the ignition wires should be disconnected from the spark plug, or other precautions taken to prevent the accidental firing of the engine.
- Shut off the equipment and allow it to cool before refueling. Use funnels or extended nozzles to avoid spilling fuel onto equipment or the ground.

### 9) **Impact Wrenches**

Use only sockets, extensions, swivel joints, and socket retainers approved for use with impact wrenches. Improper attachments have been known to shatter, creating a hazard from flying debris.

## 10.3 Hand Tools

### 1) **Cracked Handles**

Cracked or split tool handles must be removed from service immediately. Taping is not an acceptable repair for split or cracked handles. Note: Never paint wooden or fiberglass handles, as this may hide defects.

### 2) **Files**

Hand files must have appropriate handles in place. Files with exposed 'tang' are not to be used.

### 3) **Screwdrivers**

Use screwdrivers only for their intended purposes. Hold screwdrivers in a way that does not place the hands or other body parts in the "line of fire" if the screwdriver slips.

### 4) **Shovels and Post-Hole Diggers**

Handles for shovels and manually operated post-hole diggers must be made of nonconductive materials, such as wood or fiberglass, to help protect users from underground electrical sources or cables.

## 10.4 Hammers and Striking Tools

### 1) **Striking Tool Handles**

Handles of striking tools must be properly wedged or rigidly secured into the tool heads. Striking tools include:

- Sledges
- Hammers
- Mauls
- Axes
- Mattocks

### 2) Sledge Hammering

Whenever possible, arrange sledge work so that sledging in a horizontal arc is avoided. If it is necessary to swing in a horizontal arc, ensure stable footing and a clear work area within the arc of the swing.

For sledge work:

- Verify adequate overhead and horizontal clearance to safely swing the sledge.
- Keep observers far enough from the work area to protect them from being struck by the sledge or by flying debris.
- Lay the sledge flat when not in use.

### 3) Holders for Striking Tools

When using hammers, sledges, or other striking tools, use a tool holder for the chisel, bar, or other tool being struck, whenever practical.

## 10.5 Crane Operations, Slings and Rigging

### 10.5.1 Safety Precautions

The following safety precautions apply when personnel are involved in lifting and rigging operations:

- Lifting components must be operated within manufacturer specifications.
- The boom and basket load limits specified by the manufacturer must not be exceeded.
- Personnel baskets should not be used for carrying cargo. Incidental tools or materials on personnel baskets must fit on the floor of the basket.
- Workers must not use or operate any lifting equipment unless they are instructed, trained, and qualified by a competent person in the use and operation of such equipment. Documentation of operator qualifications must be provided.
- When lifting equipment is operated near electrical lines, safe precautions shall be put on based on electrical safety.
- Equipment should not be moved when the boom is elevated in a working position.
- Equipment must not be moved when workers are in the basket or platform unless the equipment is specifically designed for that use.
- Workers must wear a full-body harness and an approved lanyard while working from a suspended basket.
  - The lanyard must be attached to the lifting device, not the basket.
  - Workers must not sit, stand, or climb on the guardrail of the basket or use a stepladder or any other device to elevate their position inside the basket.
- The following safe lifting and hoisting procedures apply when handling materials or cargo, including.
- Personnel handling cargo and working around cranes must wear the required personal protective equipment (PPE).

- Correct cargo handling tools must be used, and these tools must be inspected before each use, checked and maintained on a daily basis.
- Spotters must observe the lifted load until it is set in place and disconnected from the lifting device.
- Workers must not get under a suspended load.
- Workers must stand clear of any rope, line, or cable that is under strain.
- Workers must not place any part of their bodies between unsecured objects (pinch points).  
Note: Weather conditions may cause suspended loads to swing or become disconnected.
- Workers must not place their hands or fingers in the path of a heavy load.
- Workers must not wear loose clothing when near rotating machinery.
- Workers must not ride on a load being hoisted.
- Tag lines should be used to guide suspended loads.  
Note: Do not use tag lines if their use places workers under the load or in an unsafe area.
- Workers must not handle rope or cables when wearing rings or hand jewelry of any kind.
- The use of cranes and hoists is a potentially hazardous activity. Avoid working alone when possible. The use of a lift operator plus spotter is recommended.

### 10.5.2 Rigging Equipment Practices and Inspections

Contractor will ensure that all lifting devices and every part thereof, including all equipment used or anchoring or fixing such devices, shall be in good mechanical operating condition, free from any defect, and constructed of materials with a specified strength suitable for the intended use.

Contractor will also ensure that such lifting devices are properly inspected, maintained and affixed with the Company certification stickers and inspection color coding.

All chains, hooks, slings, shackles and other equipment on a lifting device used for raising or lowering will be of a Company approved type and maintained in good condition.

All mobile heavy equipment and crane operators will possess a valid specific heavy equipment operator's license and be certified by Company to operate such equipment.

#### 1) Operator

Only trained personnel shall operate any mechanical equipment. Operators shall be trained in the procedures and functions relevant to a specific piece of equipment; they must be fully aware of the capabilities and limitations of the machine and have knowledge of the day-to-day maintenance that it requires.

It is recommended that contractors train and test all equipment operators and issue them with written authorization specifying the equipment which they are competent to operate.

Operators of mobile heavy equipment must be in possession of a license for that particular class of machinery and Company certificate.

#### 2) Rigger

The job of rigger requires thorough training. The man assigned must be well acquainted with the capabilities of the crane being used, hand signals, the different functions of lifting gear, and the various methods of loading.

### 3) Inspections

Rigging equipment must be inspected before each use by a competent person and as necessary during its use to ensure that it is in safe and working order.

- Rigging equipment, including but not limited to slings (wire and fiber), chain-falls, come along, spreaders, and lifting beams, must be inspected at least monthly, or as established through local regulation, by a competent person.
- Defective rigging equipment must be removed from service immediately and be repaired or destroyed.
- Records should be maintained using the Rigging Equipment Inspection Report Form or its local equivalent. A competent and trained person must perform the inspection.
- The rigging equipment must be color-coded and valid for the duration of the lift process

### 4) Using Slings

Slings require special attention because they are subject to wear, abrasion, impact loading, crushing, kinking, and overloading. Slings can be made from wire ropes, fiber ropes, chains, and webbing. The use of fiber rope slings is not recommended because they are easily damaged and the strength is often overestimated. Because of the service expected of slings. It is recommended that safe working loads be based (at a minimum) on a safety factor.

When using slings, follow these precautions:

- Sharp bends, pinching, and crushing of wire rope should be avoided. This can be accomplished by using softeners, when applicable.
- Wire rope should not be allowed to lie on the ground, on wet surfaces, on rusty steel, or near corrosive substances.
- Avoid dragging rope slings from beneath loads.
- Keep rope away from flame-cutting and electric welding operations.
- Avoid contact with solvent and chemicals.
- Knotted and kinked slings are permanently damaged and should not be used.
- Discarded hoist rope must not be used as sling material.
- Avoid bending the eye section of wire rope slings, or bending near attached fittings on wire rope slings, if applicable. The bend weakens the splice or swaging.
- When using choker hitches, do not force the eye down toward the load once tension is applied.
- Whenever more than two rope eyes are lifted by a hook, install the proper size shackle on the hook with the shackle pin resting in the hook, and place the rope eyes in the bow of the shackle. This is called "marrying of slings" and prevents the spread of the sling legs from opening up the hook and also prevents the eyes from damaging each other when under load.
- Never make temporary repairs to a sling. Discard the damaged sling, or have it repaired by a certified sling repair vendor.
- Pad or block sharp corners. This is especially important when using synthetic web slings.
- Lift and lower loads slowly.
- Use slings and shackles of adequate capacity.
- Know how much weight you are lifting.
- Do not use knots to make slings.
- Do not jerk loads.
- Avoid using fiber rope or chain slings.

## 5) Maintaining and Inspecting Slings

To ensure slings function safely, these guidelines must be followed:

- Slings, fittings, and fastenings must be inspected before use and inspected periodically during daily use. Slings found to be defective must be taken out of service and red tagged immediately so they can be destroyed.
- Slings should be marked with an identification number and maximum capacity.
- Any sling taken out of service must be noted in the LAG register.
- The date the slings are placed in service must be marked on the slings.
- Wire rope slings must be taken out of service if any of the following apply:
  - Six randomly broken wires in one rope lay or three broken wires in one strand in one lay
  - Wearing or scraping of one-third the original diameter of outside wires
  - Kinking, gouging, bird caging, or other damage
  - Evidence of corrosion or heat damage
  - Cracked or deformed end attachments

### 10.5.3 Crane Lift Procedure

#### 1) Critical Lift Classification

A lift is classified as critical when one or more of the following applies:

- The load is lifted over or near operating equipment or electrical power lines.
- Tandem lifting
- Special lifting equipment is used, such as gin poles or non-standard crane configurations.
- The load is greater than 50 tons (45,360 kilograms).
- Blind lifting
- The load is greater than 20 tons (18,150 kilograms) and is greater than 75 percent of the manufacturer's rating chart.
- The load is more than 85 percent of the rated capacity at the working radius.
- Important: Critical lifts must have a formal Critical Lift Plan before being executed. Lifts that are not critical, as defined above, are classified as standard.

#### 2) Lift Capacity

Lift calculations must consider the following:

- Considering the total load to be lifted (including applicable crane component weights) and crane configuration, the lift must not exceed 95 percent of the crane capacity for the greatest radius the load achieves during pick, swing, or set.
- If changing the crane configuration within the manufacturer specifications provides greater gross capacity, the modified configuration must be used to keep the lift below 95 percent capacity. If not, a larger capacity crane must be used.
- The Safe Working Load (SWL) must be prominently displayed on the boom of any crane and clearly marked on other lifting devices.

### 3) Limit Switches

Cranes must be fitted with limit switches on the fast line, the main line, and the luff (in and out). The Site Supervisor or manager must not override the limit switch without specific approval, and cranes normally must not be operated without working limit switches.

- Under extreme circumstances, the limit switches can be overridden. If this occurs, the operator must adhere to the following:
  - Pre-approval must be obtained from the relevant supervisory or management level for each sequence of lifts.
  - A dedicated lift supervisor must be designated.
  - A Job Safety Analysis (JSA) must be performed and signed by the parties involved with the lift.
- The pre-job planning meeting must discuss the JSA and all other aspects of the lift(s), including the following:
  - The lift(s) rigging configuration
  - The lift(s) specified path
  - The responsibilities of the operator, signal person, and lift supervisor
- The lift(s) must be supervised at all times.
- Deviations from the pre-job plan require another meeting with the relevant personnel. When the limit switches are overridden, the crane must not be used to hoist personnel.
- Note: Crane-lifting equipment must be equipped with an anti-two-block device and a load-moment or load-indicating system.

### 4) Signal man

A qualified and/ or competent signal man(s) must work with the hoist or crane operator when the following conditions exist:

- Workers assisting with the load are out of the range of the operator's vision
- The moving load is out of the range of the operator's vision
- The person in charge of the lift determines it to be necessary

Standard signals should be used when signaling the hoisting operator. A hand signal chart is mounted to the crane foundation or other location close by and visible to the operator. Radio communication is allowed with a designated channel for lifting operations.

Normally, the signal person should give the signals; however, the operator should obey an "ALL STOP" signal given by anyone.

## 10.5.4 Mobile Cranes

### 1) Inspections

- Each mobile crane must be inspected by a competent person for mechanical defects upon its arrival, once again before its use on the site, and monthly thereafter. A safety inspection checklist must be completed and retained in the maintenance records. The operator must perform a daily inspection and must document the findings prior to use on each shift.
- Equipment must be load-tested only in accordance with the manufacturer specifications.

- Individuals must not make modifications or alterations that affect the capacity or safe operation of the equipment without written approval from the manufacturer.

### 2) Operations

- Accessible areas within the swing radius of the rotating superstructure counterweight of a crane must be barricaded to prevent workers from being struck or crushed by the counterweight.
- Hand signals must be used as identified if provided.
- A copy of the manufacturer's operations manual for each makes and model machine must be available in the cab of the crane. The manufacturer specifications and limitations must be followed.
- An anti-two-blocking warning system is recommended on hydraulic cranes with either an auxiliary or main hoist line.
- Attachments used with cranes must not exceed the capacity rating or scope recommended by the crane manufacturer.
- Workers must not ride the headache ball, the hook, or the load being handled by the crane. Operations involving the use of suspended personnel baskets or platforms must comply with the requirements specified. The crane must be equipped with an anti-two blocking device.
- Equipment must not be lubricated while in use unless the equipment is designed for safe lubricant application during use. Passengers must not ride on the exterior of the crane. The crane should not be used for personnel transportation or be equipped with a personnel carrier unless specific approval is secured from the Safety Department.
- Only one load may be hoisted at a time. Two or more separately rigged loads (skip pan and steel beam) must not be hoisted in one lift, even if the combined loads are within the rated capacity.

### 3) Traveling Precautions

- When traveling with a load is required, the operator must evaluate the prevailing conditions and determine the applicable safety precautions, which include but are not limited to the following:
- Do not exceed rated "on rubber" capacity chart. Position the boom parallel to the direction of travel.
- Engage the swing (house) lock. Maintain as short a boom length and as low a boom angle as possible.
- Secure the load to the carrier.
- Provide tag or restraint lines to snub load swing.
- Carry load close to ground.
- Ensure outriggers are fully stowed (retracted).
- Terrain must be smooth, firm, and level.
- Maintain a travel speed that is suitable to terrain.
- Avoid sudden starting and stopping.
- Maintain correct tire pressure for the type of tire used.
- Always use a flag man/ banks man (boom watch), both front and rear, to direct and watch for hazards.
- Flag man / banks man must watch for power lines and for other overhead obstructions.
- WARNING: Passengers must not ride on the machine at any time.

## 11 Working Precaution

### 11.1 Working Near Water

Personnel working near water must wear a life vest, working near water unguarded edges. Additionally, a full body harness, shock absorbing lanyard, and be worn when working above water and outside protective handrails.

### 11.2 Working at Height

Contractor safety practices take special note of the need for safe working practices for working at height. The Construction HSE Plan will include extensive regulations and guides on the methods and safety equipment to be used when working at height. Importance is the expertise applied in the selection of this equipment and the working methods.

The training of the supervisors and craft forces involved in this work, and the competent Safety Coordinator who will audit and support the work, is central to the program.

All personnel working in elevated areas where fall exposure exists shall wear an approved body harness with two (2) lanyards (shock absorbing type) and be tied off to a structure, lifeline, or approved fall arresting device, including, but not limited to, the following circumstances:

All personnel working in elevated areas where fall exposure exists shall wear an approved full body harness with two (2) lanyards (shock absorbing type) and be tied off to a structure, lifeline, or approved fall arresting device, including, but not limited to, the following circumstances:

- When working at heights greater than six (6) feet (1.8 meters) above the surrounding ground or work surface.
- Within six (6) feet (1.8 meters) of the edge of elevated floors or roofs (greater than six [6] feet) or wire rope railing.
- When removing floor planks, hole covers, grating, or others from the last panel in a temporary floor.
- On sloping roofs.
- In precarious positions (leaning or off balance) at any elevation.
- On any type of suspended scaffolding including green tagged.
- In areas exposed to sharp, protruding, or unprotected objects where the potential for injury exist.
- Personnel working from or traveling in powered work platforms or personnel lifting / hoisting devices.
- When there is potential of entering a situation where fall protection is required, including while on any scaffolding, all personnel will be required to wear an approved full body harness and two lanyards (shock absorbing type).

The detail procedures to be presented to company for approval shall cover:

#### 1) Scaffolding

All scaffolding and staging shall comply with recognized standards and will meet the following minimum requirements:

- a) Only metal parts shall be used for scaffold framing (BS Standard); which shall be maintained in safe and good condition and free from corrosion; or replaced.
- b) All materials used for scaffolding shall be inspected and accepted by Scaffolding Supervisor on each occasion before being issued for use. No materials, other than those specifically designed for the purpose, shall be used for scaffolding.
- c) The Scaffolding Tag system of verification of inspection, readiness for use and release will be used for all scaffolding. Scaffolding Supervisor and authorized area Safety Coordinator shall operate this system for all areas. The efficacy of the system will be audited by HSE Engineers on a regular basis.
- d) All scaffolding shall be erected by qualified crews under the direction of supervisors and foremen qualified and knowledgeable in the job. The standards of erection shall comply with recognized rules and regulations and include such basic measures as :
  - Scaffolding shall be securely supported, and where necessary braced, to ensure stability. Unless constructed as an independent scaffold, it shall rigidly connect to an adjacent building or structure; 6 mm wire minimum shall be used for lashing.
  - All platforms, scaffolds and other workplaces, from which persons may fall more than 2 m, shall have edge protection consisting of an upper rail not less than one meter in height above the walkway and have at least one intermediate rail. Toe boards shall be fitted to all scaffolding.
  - Where permanent handrails have to be removed from elevated platforms; suitable scaffold pole, or wire rope, handrails shall be fitted in their place.
  - Any load bearing scaffolding should be constructed to a design which has been approved by a competent person.
  - Scaffold boards of proper thickness shall be used; these shall be at least 210 mm wide
  - The spacing of board supports shall depend on the thickness of the boards used and the load to carry. There shall be at least three supports; Support for boards shall not be more than 2.5m apart.
  - Board shall be end butted and close boarded throughout. Overhanging of boards of any thickness shall not exceed four times their thickness and not less than 50 mm.
  - Working platforms are to be used only as a footing; they shall be at least 610 mm wide. If small quantities of materials are to be put on them, the platform width shall be increased to 813 mm wide.
  - Parts of staging, tools and other articles and materials shall be properly lowered and shall not be thrown down from a height; they shall be raised by rope or other suitable means and not carried on the person.
  - CONTRACTOR representative and watch man shall ensure that no loose articles and materials are left lying about in any place from which they may fall on persons working, or passing, beneath.

## 2) Ladders

- a) All ladders shall be made of aluminum or wood, shall be factory made and shall be of sound construction and shall be approved by the competent person. If the work is being done in and around the electrical equipment and/or cables, only wooden (nonconductive) ladders shall be used.

- b) No ladders with treads nailed to the stringers or which are in any other way faulty shall be used,
- c) Unless prior written consent by the competent person has been granted; no ladder shall exceed 3.7m in length.
- d) Ladders shall not be painted. Clear varnish or polyurethane is acceptable.
- e) All ladders shall be used in a safe manner and within their limits of design and purpose. Typical of these rules are ;
  - The use of ladders in a vertical or horizontal position as scaffoldings forbidden.
  - It is essential that before any ladder is used, the position of the ladder is safe and that it is secured at the top, or held firmly at the base. Where possible the angle of the ladder should be 70° (4 to 1) ratio.
  - Every ladder should, where practical, extend for at least 1.0m above the landing place, or above the highest rung reached by the feet of the person using it.
  - Metal ladders only shall be used for structural steel erection access and shall be secured directly to the (a single) section with approved bindings. Fall protection gear is required when using such access.

### 3) Suspended Work Baskets

The use of suspended Workbaskets or man cages shall be used when other means of access to the work area are extremely hazardous, or not possible, due to location, design or site conditions. Alternate methods and safety requirements will be investigated before using the workbasket as an option.

However, when necessary for the work, the use of suspended work baskets shall be subject to very specific safety design and use procedures and standards. These include;

- The use of the workbasket shall be required for approval by HSE Manager, Area
- Safety Coordinator, Construction Manager, Rigging Engineer, Rigging Supervisor and
- Rigging Foreman.
- The Rigging Engineer, qualified and competent in structural design, shall confirm the design of the workbaskets and the calculations of the Rigging Engineer. Workbaskets shall be designed to the requirements of OSHA in all cases.
- The Rigging Engineer shall perform a full rigging design study (to contractor Heavy Lift Design Standards) for the set up and hoisting gear to be used.
- The hoisting equipment, (ropes, crane/hoist, shackles, etc), the lift set-up and the operators will all be subject to final inspection and formal release as per contractor standard procedure for heavy lifts.
- Construction Supervisor, Foreman and work crews shall be confirmed (by the area Safety Coordinator) as competent persons for the work methods that apply to the use of a suspended work basket at height.
- The authorized Rigging Supervisor shall be in charge of the operation from start to finish.
- In no case is a workbasket to be used as an “elevator”
- Employees shall keep all parts of their bodies inside the workbasket during raising, lowering and positioning.
- Hoisting of employees shall be discontinued upon indications of any dangerous weather conditions or other impending danger.

- The workbasket shall be hoisted just above the ground, load tested (200%), inspected to assure that it is secure and properly balanced, and certified before employees are allowed to occupy the workbasket.
- Employees being hoisted shall be in continuous sight of and in communication with Rigging Supervisor or signal person. If at any time, they cannot see hand signals or hear radio-relayed signals, he shall stop all operations until he confirms that they can safely exchange signals.
- Employees occupying the workbasket shall wear a safety harness with a lanyard appropriately attached to the source lifting device.
- Lifting bridles on the workbasket shall be designed to minimize tipping of the basket due to the movement of employees occupying the basket.
- A 1m high guardrail for perimeter protection of personnel within the workbasket shall be maintained.

#### **4) Fall Protection Devices**

Contractor will provide all necessary safety equipment needed for the safe working at height. All such equipment shall be designed for the purpose and approved/certified for use. These items include;

- Safety Harnesses of designs to suit use; full body harness, lanyards, etc.
- Safety Lanyards; steel ropes with safety connectors for securing the safety harness to a static line or safe part of the structure.
- Static Line; A wire rope tightly suspended between two members of a structure for the attachment of lanyards and giving fall protection during movement along the structure; i.e. say in a pipe rack structure.
- OLife Lines; Vertically suspended steel rope for securing the safety harness to the structure or static line with at least 2700 kg dead weight capacity.
- Safety Nets; Nets hung under elevated work areas from adjacent structural members to protect against (catch) falling objects.
- Safety Nets; Nets hung under elevated work areas from adjacent structural members to protect against (catch) falling objects.
- All fall protection devices will be issued by HSE Department who will ensure that they are to be used for the intended purpose and that the work force knows the proper uses.
- Regular inspections of use and condition shall be carried out by the area Safety Coordinator (qualified as competent persons for this equipment) who will take immediate action to remedy any fault in condition or use.

#### **5) Inspection and Audit**

HSE Department will maintain a record of all fall protection equipment and the issue of same. They will ensure that certification is in order for all items and, with regular inspection, confirm continued suitability for use. Area Safety Coordinator will assist in auditing the condition and use of these items and ensure that unsuitable equipment is destroyed and the records updated.

Scaffolding inspector will conduct regular inspections of both equipment and the application of the procedures applicable to use. These reviews, with input from users and competent Supervisors, shall be used to implement any remedial action considered necessary by the competent persons for the continued safety of the work force.

### 11.2.1 Dropped Object / Overhead work

Contractor will ensure the hazard related to dropped objects from height is controlled. The risk from falling objects when you are beneath cranes, scaffolds, etc., or where overhead work is being performed. There is a danger from flying objects when power tools, or activities like pushing, pulling, may cause objects to become airborne. Injuries can range from minor abrasions to concussions, blindness, or death.

To eliminate the hazards following safe practices shall be implemented:

- General
  - Wear hardhats.
  - Tack materials to prevent sliding, falling, or collapse.
  - Use protective measures such as toe boards and debris nets.
- Power tools / Machine etc.
  - Use safety glasses, goggles, face shields, etc., where machines or tools may cause flying particles.
  - Inspect tools, such as saws and lathes, to ensure that protective guards are in good condition.
  - Make sure employees are trained in the proper operation of powder actuated tools.
- Crane and hoist
  - Avoid working underneath loads being moved.
  - Barricade hazard areas and post warning signs.
  - Inspect cranes and hoists to see that all components, such as wire rope, lifting hooks, chains, etc., are in good condition.
  - Do not exceed lifting capacity of cranes and hoists.
  - Overhead work
    - Secure tools and materials to prevent them from falling on people below.
    - Barricade hazard areas and post warning signs.
    - Use toe boards, screens, or guardrails on scaffolds to prevent falling objects, or,
    - Use debris nets, catch platforms, or canopies to catch or deflect falling objects.

### 11.3 Confined Space Entry

Contractor will ensure that employees who working in Confined Space are competent and attended confined space entry training.

A confined space is an enclosed or partially enclosed space that:

- is not primarily designed or intended for human occupancy
- has a restricted entrance or exit by way of location, size or means
- can represent a risk for the for the health and safety of anyone who enters, due to one or more of the following factors:
  - its design, construction, location or atmosphere
  - the materials or substances in it
  - work activities being carried out in it, or the
  - mechanical, process and safety hazards present

Confined spaces can be below or above ground. Confined spaces can be found in almost any workplace. Any excavation / trench greater than 1.5 meter deep is considered as confined space. Entry into confined spaces shall be strictly controlled through a work permit system. Persons shall not enter confined spaces unless a confined space permit has been issued. Entry permits shall be issued only after a JSA and rescue plan has been developed and a Toolbox Safety Talk, attended by all concerned personnel, is held. A safety watch shall be present at all times during confined space entry. Trainings are given to personnel before the employees start working at confined space

The following equipment shall be considered based on Hazards as per worksite JSA for any WORK involving confined space entry where a hazardous atmosphere is suspected:

- Full Body harness that must have two (2) "D-Rings" on the shoulder straps and one (1) "O-Ring" on the back.
- Supplied Air Breathing Apparatus (SABA) or Self Contained Breathing Apparatus (SCBA) for use in the event of a rescue.
- Intrinsically safe radios.
- Gas and Atmosphere testing equipment.
- Life Line / Lanyard.
- Appropriate rescue equipment, lifting gear where necessary.

Tanks and vessels shall be fully isolated from all influent, effluent, and energy systems prior to making entry. Adequate ventilation (e.g. exhaust fan or forced feed ventilation fitted with bonding straps) shall be used to circulate air within the confined space prior to carrying out any pre-entry atmospheric testing. Ventilation systems, if practicable, should be in constant use when WORK is being in confined spaces. Vessels containing flammable products shall be cleaned, atmosphere tested, and declared safe before making entry with equipment or material capable of producing an ignition source. Gas or oxygen cylinders shall be located outside confined spaces. Oxygen / acetylene hoses or welding equipment shall be attended at all times while located inside confined spaces and removed when not in use.

### 11.4 Energy Isolation

Contractor will follow Energy Isolation procedure as given in this project. The Procedure will include a lock-out / tag-out system. Energy sources include but are not limited to:

- Thermal.
- Springs.
- Liquid.
- Hydraulic.
- Mechanical.
- Electric.
- Chemical.
- Pressure.
- Gravity.
- Pneumatic.

Personnel working on energized systems will be trained in the use of the Procedure.

## 11.5 Hot Work Activity

### 11.5.1 Welding and Heat Operations

The purpose of this welding and heating operations instruction is to outline the Safety requirements for managing and controlling operations involving the use of welding and burning equipment on this Project.

The main hazards likely to be encountered during welding and burning processes can be identified as follow:

- High Temperature causing risk of fire and burns
- Fumes emitted from the process likely to cause injury to health.
- Radiation causing 'arc eye' and burns
- Oxygen deficiency or enrichment, particularly within an enclosed space Electric shock
- Explosions during the welding and cutting of drums, tanks or vessels which have contained flammable materials.

These instructions provide general considerations for the control and use of welding and burning plant and equipment used on site.

Fire watchers shall be placed whenever welding or cutting is performed in locations where other than a minor fire might develop in accordance with OSHA.

### 11.5.2 Working with Welding and Cutting Equipment

- Competency
  - All users of such equipment must be competent to perform their duties.
  - Competency will be assessed by experience, training and where necessary by testing.
- Permit to Work  
Permit to work will be issued for all hot work activities relevant to this procedure.
- Protection of Other Persons  
Personnel working in the vicinity of welding/cutting activities shall be protected by screen and barriers
- Inspection of Equipment
  - Equipment used in welding and cutting operations shall be inspected by the user daily for leaks and general condition
  - Leaks and any other equipment deficiencies shall result in the equipment being withdrawn from service until it has been rectified and made safe. Equipment after maintenance to be tested for safe operating conditions
- Confined Space
  - Confined spaces where oxygen enrichment may occur shall be checked regularly, any equipment used in the welding and burning process shall be removed from confined space when not in use
  - Welding processes on materials such as stainless steel, zinc galvanized, lead coated and cadmium plated steel for example
  - produce fumes and gases such as ozone, nitrous fumes and other by-products that are injurious to health
  - In these circumstances attention shall be made for the ventilation and reduction of such emissions produced by the process

- Contractor will provide at least one attendant outside the permit space into which entry is authorized for the duration of entry operations in accordance with OSHA
- Hoses
  - Hoses used on gas cylinder will be color coded for identification. E.g. red for acetylene, blue/black for oxygen, orange for propane
  - Hoses will be inspected before use for damage
  - Personnel will be instructed in purging the hoses, prior to lighting, to ensure that the gases do not become mixed
- Flashback Arrestors

Flashback arrestors shall be fitted on both fuel and oxygen supplies adjacent to the regulator
- Valve keys

The valve key must always be contained on the cylinder trolley or readily available for emergency "shut off" purpose
- Regulators and Gauges
  - Regulators and gauges shall be in good condition
  - Acetylene pressure shall not be set at levels above the bloodline on the demand gauge
- Cutting of Empty Drums

The cutting of empty drums is expressly prohibited, except on circumstances where the drums have been purged and are known to be free of flammable materials and the caps removed during cutting to release gases
- Storage of Gas Cylinders
  - To avoid a mixture with gas fuel gases, oxygen cylinders should be stored at least 3.0 meters away from cylinders containing acetylene or LPG
  - Gas cylinders should be stored on a hard surface, in a safe place in the open air and inside a protective lockable storage cage. Cylinders should be protected from direct sunlight, to avoid a buildup of excess internal pressure
  - Acetylene and LPG cylinders, whether full or empty should always be stored and used in an upright position. Vertically stacked cylinders, (full of empty) must be secured against falling. Full cylinder should be kept separate from empty ones
  - Storage areas to be suitably signed i.e. No Smoking, No naked light, Highly Flammable, Full-Empties
  - When cylinder not in use, it must have safety nut on the valve
  - Empty and full Gas cylinders should be stored and secured separately
- Cylinder Handling
  - Cylinders in use should be kept and moved in purpose made trolleys. If movement is necessary without a trolley, regulators and hoses should be removed and valves 'shut off'. Cylinder caps must always be fitted when the cylinders are not in use.
  - Cylinders must not be rolled along the ground.
  - When manually handling the cylinder, the nozzle should not be handled, as they are not designed to take this form of stress or weight. Also, hands and clothing must be clean and free from grit, oil and grease. This will prevent the cylinder from slipping in the hand and also avoid grit, oil and grease from entering the valve or contaminating the nozzle.
  - Cylinders lifted by cranes must be lifted in a purpose designed and manufactured carrier. They must not be lifted with chain or wire rope slings as this will cause slipping.

- Acetylene cylinders must always be transported and used in the vertical position. Should they have been left in a horizontal position, they should be stood upright for a minimum of 10 minutes for the contents to settle before use.
- All cylinders must be treated with care and not subjected to shocks or falls.
- Number of cylinder storage quantity should be reasonable, not excessive in the site.
- Earth Return  
The earth return from the welding set shall be placed as near to the job as possible.
- Generators  
Generators shall be sited so that risks created from gases and noise are minimized and kept to a minimum. All mechanical guards shall be in position and a safe means to start the engine. Use the generator with low noise (silence type).
- Welding Transformers
  - Welding transformers must be connected to the mains supply by heavy duty cabling rated and adequate for the load.
  - All transformers to be fitted with electric shock protection devices.
  - Protective clothing designed or adequate for hot work activities shall be worn. filter eye protection, gloves, coveralls etc.
- Cables  
Cable run from welding transformers shall be routed in a manner that prevents trip hazards, damage to them and examined frequently for damage.
- Fire Blankets  
Fire blankets will be used to contain sparks and to prevent injury to personnel working below, damage to property and associated fire risks.
- Fire Extinguishers  
At least one fire extinguisher should always be immediately available in the area of any welding operation.
- Tool Box Training  
Toolbox talks shall be conducted on the specific hazards associated with welding and burning operations.
- Personal Protective Equipment  
All persons involved in welding and cutting operations must be issued with and use the required PPE

### 11.6 Electrical

CONTRACTOR will prepare site specific procedures defining electrical safety requirements and precautions for those employees working near electrically operated equipment tools, or with cause to work on or near electrically operated equipment tools, or with cause to work on the construction power supply system.

#### 11.6.1 Electrical Hazards

The construction site will present a number of potential hazards from the use of electrical tools and equipment and the electrical power supply which extends throughout the work site and each of the working areas.

The hazards from electrical fault or mishap on the construction site are severe and ever present. They include:

- Electrocution or electrical shock which may kill or cause serious injury; within seconds and with currents as low as 30 mA at 50 Volts and 60 Hertz
- Overhead electrical conductors may cause burn injury and ignite flammable materials.
- Switching or sparking of ordinary electrical equipment in flammable atmospheres may cause fires and explosions, even a small spark from a battery-operated appliance may have sufficient energy as a source of ignition.
- Electrical arcing and flashover from improperly operated switches, etc. May cause burn injuries.

Accordingly, proper care will be exercised when installing, operating and working around such electrical equipment and systems on the site.

### 11.6.2 Electrical Safety Measures

The electrical safety procedures to be applied on site and will include training/orientation of both Safety Coordinator and the work force in the hazards that can be encountered and the safe working measures needed to protect against injury or damage. This will include:

- Identification of typical hazards
- Precautions to be taken in the use of site electrical power systems
- Precautions in the use of electrical tools
- Precautions when working around temporary supply systems in the work place
- The types of Electrical Hand Tools allowed for site work
- Static electricity; cause and hazards and remedial steps
- The Approvals procedure
- The Electrical Work Permit Procedure
- Use of GFCI (Ground Fault Circuit Interrupter) or ELCB (Earth Leakage Circuit Breaker)

### 11.6.3 Electrical Work Permit:

All electrical work on the construction power supply and distribution systems will only be carried out by the authorized Electrical craftsmen under the supervision of an authorized (competent person) supervisor for electrical works.

This work will require Construction Electrical Work Permit and all work will be carried out under the Electrical Work Safety Procedures which CONTRACTOR will publish for the site.

## 11.7 Excavation Safety Program

The term excavation refers to any man-made cavity or depression in the earth's surface formed by earth removal which produces unsupported earth conditions by reason of the WORK. The term trench refers to a narrow excavation below the surface of the ground with its width at the lowest level below ground surface not greater than fifteen (15) feet wide. For trenches on Brownfield sites, prior to employees making entry, every trench or excavation of 1.2 meter or deeper shall be tested for hazardous atmospheres and stability and entry permitted at least daily in accordance with Confined Space Entry Procedures.

CONTRACTOR shall ensure that all excavation work shall meet the following minimum requirements as follows:

- Prior to opening an excavation, effort shall be made to determine whether underground installations; sewer, telephone, water, fuel electric lines etc., will be encountered, and if so, where such underground installations are located. When the excavation approaches the estimated location of such an installation, the exact location shall be determined and when it is uncovered, proper supports shall be provided for the existing installation.
- Providing sufficient number of proper access/ladder and shall be kept clear of any obstruction for excavation more than 1.2m depth.
- Providing hard barricade and warning sign or tape around open excavation.
- Set up a warning sign board at least 1.5m back from edge of the excavation.
- For excavation exceeding 1.5m in depth, piling, shoring, bracing sloping or other safer method shall be used to protect employees against falling or sliding of materials and soil collapse.
- Spoil dirt must be piled at least 1.5 meter from edge of the excavation.
- Vehicle or plant equipment shall not be located too close to prevent edge collapse.
- A work permit is required if mechanical equipment are being used for excavation.
- If toxic gases are suspected to be present in the area of excavation, gas test shall be made prior to work.
- Safety instruction shall be given to workers on excavation method prior to start work.
- Excavated earth shall be properly confined to prevent environmental pollution

## 11.8 Hazardous Goods Program

Goods or items which are potentially hazardous (chemicals, flammable gas cylinders, radioactive source, explosives etc.) shall be brought on site only in an approved and appropriate storage facility and only in the quantity needed for the work.

### 11.8.1 Hazardous Material Register

A Hazardous Material Register, containing Material Safety Data Sheets (MSDS), shall be maintained on the project site for all hazardous materials. This register will be located in an accessible position to enable all personnel to use it as reference.

The register shall be maintained at Safety office with copy made available at clinic. MSDS of each chemical are also displayed near to chemical storage facilities

### 11.8.2 Storage of Flammable Liquids

Flammable liquids shall be stored in drums or tanks (plastic jerry cans are prohibited). The lids/cover of the drums shall be kept closed until required. They shall be stored in a safe manner and protected from weather and mechanical damage. Product identification tags shall not to be removed. Adequate ventilation, drainage and retention pits shall be provided. Transfer of liquid from drums or filling of drums shall be conducted in a safe manner.

Tanks used for storage purpose shall incorporate safety relief valve, gauges, check valves, vents, and double valve manifold, drain point, quick coupling etc. The identification of the product and the capacity of tanks shall be clearly displayed on the outside of the tank.

Flammable liquid storage areas are to be kept clear and free from debris and rags or any other flammable material. Firefighting facilities will either be installed permanently or sufficient portable facilities shall be made available. The facilities shall be adequate to cope with the worst possible scenario. Spare drums shall be available on site in case of leakage of drums.

### 11.8.3 Transfer of Flammable Liquids

Transfer methods shall be fully studied and the relevant rules and codes shall be complied with. Safety signage, “NO SMOKING”, “DANGER AREA” and “HIGHLY INFLAMMABLE” shall be posted near storage facilities. Natural or forced ventilation shall be kept to prevent accumulation of hazardous vapor.

Classification of hazardous areas and segregation of hazardous substances shall be notified to avoid ignition and explosion hazards. No hazardous substances except for quantities necessary for day use shall be stored in workshops. Particular attention will be paid to the following points:

- Flame arrestor at vents or breathers shall be installed
- Suitable set up for capturing leaks and spills shall be provided
- Provision of electrical discontinuities
- Adequate firefighting facilities (cooling water, fire extinguisher, foam nozzles) shall be installed
- “No smoking” and “Danger” sign shall be displayed

### 11.8.4 Storage Area

All materials shall be stored in an orderly manner, taking into account weight distribution. Storage should be arranged in such a way so that the frequently used items can be easily reached and handled.

Passage between stacks or Shelves should be wide enough for easy handling. Adequate space is to be allowed in case of firefighting.

## 11.9 Manual Lifting

Lifting, pushing, or pulling objects manually is a major cause of strains and sprains. Follow these guidelines to prevent injury when lifting and carrying objects:

Lifting Guidelines:

- Eliminate manual lifting whenever possible. When heavy items are to be moved, arrange for necessary help or lifting equipment.
- Examine the object and decide where and how to hold it.
- Check for grease, oil, moisture, and sharp edges.
- Get help if there is any doubt about lifting the object alone.
- Ensure that you have firm footing.
- Avoid carrying loads that extend above eye level or obstruct vision.
- Prior to lifting the object, clear the path of obstructions and possible tripping hazards. - Know where and how to set the object down.
- Keep objects close to the body to reduce forces on the lower back.
- Avoid twisting and awkward body positions.
- Do not lift objects beyond your strength limitations. Split heavy items into lighter loads.
- When lifting, let the legs do the work-not the back. Bend at the knees.
- Materials should be lifted and moved in a slow, controlled, smooth motion.

- Wear gloves to protect the hands if an object to be handled could cause cuts or splinters.
- Store heavy materials between knee and shoulder height.
- Do not climb ladders while carrying heavy or bulky items.

### 11.10 Painting and Coating

Painting and coating refers to external or internal application of materials to work surfaces by hand (brush or roller) or spray device.

Paints and coatings may contain toxic or irritant substances, such as lead. Lead-free paints must be used whenever possible.

Solvents may produce flammable or potentially explosive or toxic vapors. Follow manufacturer instructions or the Material Safety Data Sheets (MSDS) to identify hazards and required Personal Protective Equipment (PPE).

Rust removers contain acids; therefore, skin contact should be avoided. Eye protection and appropriate protective gloves must be worn. A protective apron should also be worn for splash protection.

If painting aloft or near ropes, avoid splashes of thinners, paints, and rust removers onto ropes, safety harness, and lines. Interior and enclosed spaces should be well ventilated, during painting and while the paint is curing.

Workers must not smoke or use exposed lights in interior spaces during painting or until the paint has fully cured.

The following protections apply for workers engaged in painting and coating tasks:

- The gun, tank, and coating equipment must be grounded and periodically checked to ensure the grounding remains intact.
- Equipment and hose connections must be checked to ensure they are tight.
- Spray nozzles or guns must be handled with care and always directed away from any portion of the body.
  - Spray nozzles or guns must be equipped with an automatic cut-off control.
  - The cut-off control must be checked before and during use to ensure proper operation when the gun is released.
  - The cut-off control must not be disabled in any way.
  - The control should be checked for dirt, wear, or improper adjustment if the gun does not shut off.
- When painting is taking place on machinery, the power supply should be isolated and the machinery immobilized in such a way that it cannot be moved or started up inadvertently. Appropriate warning notices should be posted.

### **11.11 Lightning Safety**

The lightning safety reminds you that there is little you can do to substantially reduce your risk if you are outside in a thunderstorm. The only completely safe action is to get inside a safe building or vehicle.

CONTRACTOR will maintain a contact with local meteorological office for early warnings, and based on information, temporary work stoppages are arranged at project site, if the warning demands employees moving to lightning shelter or evacuate locations.

Given below are some of the guidelines on Lightning safety. CONTRACTOR will ensure that employees are clearly communicated the risk involved with lightning and related safety instructions at site.

### **11.12 Compressed Gas Cylinder Safety**

Gas cylinders shall be stored vertically in well ventilated cages at ground level, with oxygen cylinders being kept separate from acetylene cylinders. The storage areas shall be in a position that will not cause obstruction to access ways for vehicles / plant and should be at least 5 meters away from any source of ignition such as electrical distribution boards, generators, hot works, etc.

Smoking shall not be allowed in the vicinity of gas cylinders and conspicuous notices to this effect shall be displayed.

Appropriate numbers and types of charged fire extinguishers should be on standby at the gas cylinder location, preferably secured at waist height rather than standing on the ground.

Minimum quantity of cylinders of compressed gas should be kept at work locations on site, and the remainder removed to the designated storage area. They should be secured in the vertical position and individual sets should be chained to trolleys or to a fixed support.

Empty cylinders should be identified as such e.g. by chalk marks on the cylinder, and should be treated for storage purposes as if they were full of gas. Any gas cylinders with obvious pitting or other corrosion, including corrosion to the valve stems shall not be accepted on site.

Gas cylinders shall be transported using proper equipment and safe lifting techniques are to be employed if a crane is to be used. They shall not be lifted by the valve stems.

Contractor shall provide, install and maintain approved flashback arrestors at the regulator and no return check valves at the torch end of each hose. The hoses and pressure gauges should be regularly checked for damage and replaced as necessary. All hose and pressure gauge connections are to be kept tight.

No gas or oxygen cylinders should be taken underground, hoses should be checked for leaks and of adequate length to reach the workspace below ground and then removed on completion of the task, hoses should never be left inside a confined space. As for working in a compressed air environment, this should never be the case the space should be vented by natural means or air blowers continuously throughout the operation.

So far as is practicable opaque screens shall be securely positioned around any electric arc welding being carried out on site to protect other workers and passing members of the public, either on foot

or as drivers or passengers in vehicles, from the arc. Such screens shall be maintained in good condition. The fire watcher should wear anti flash glasses when working with the welder

### 11.13 Personal Protective Equipment

Personal protective equipment is always considered as the last level of protection against hazards but its importance shall not be minimized. For on the job hazards, where they cannot be fully eliminated, reduced or guarded against, contractor will ensure subcontractors purchase adequate supplies of standard project required personal protective equipment for distribution and use by subcontractor personnel. Contractor will monitor subcontractor's provision of necessary PPE at the site induction and no entry badges will be issued unless they are properly equipped.

Subcontractors shall ensure that site personnel are provided with, and that their supervisors and lower tier subcontractors provide their workforce with, suitable protective equipment as required by the work conditions. The use of PPE will be strictly enforced by supervision and HSE observers and inspectors.

As a general HSE requirement, the following PPE is mandatory for every type of work:

- Safety Helmets (BS 5240 Part 1 or ANSI 289.1 1997)
- Safety glasses with Side shield (goggles BS 2092/ Spectacles BS 2092.1)
- Gloves
- Safety Work Shoes (CE En345)
- Coveralls - Color Coded by Subcontractor - Lower Tiers included
- Other protective equipment, such as the following, will be needed depending on the type of work and working areas and conditions:
  - Welding hoods, face shields and safety goggles
  - Ear plugs or ear muffs (BS 6244)
  - Respiratory Protection
  - Safety harnesses (BS 1397)

Personnel shall be trained in proper selection, use and maintenance of PPE. The supervisors will also ensure that higher levels of protection, such as barriers, guardrails, handrails and covers, scaffolding and platforms, are used, erected and maintained when required in addition to PPE to ensure the safety of the site personnel and they are reviewed and approved by Safety Inspectors.

## 12 HSE Training

### 12.1 General

CONTRACTOR will establish and provide the essential resources (human, technical and economic) to ensure the implementation, control and improvement of the HSE system.

Therefore, CONTRACTOR will establish the necessary means are taken to ensure that any person working for the Project has, but are not limited to:

- Their HSE functions and responsibilities clearly defined.
- The necessary experience and information to carry out his functions
- The necessary means and resources to carry out the work
- Awareness of the policy and the requirements of the system, the preventive aspects of his work and consequences of non-compliance with procedure

Both the training and awareness programs:

- Are extended to all members of the organization, as might be pertinent.
- Are taught by qualified people.
- Include a means to evaluate the participants ensuring they have understood and can apply the contents of the training.
- Are periodically revised.
- Training records are maintained.
- The list of training program is as below
  - Induction Training
  - Tool Box Training
- Task / Craft Specific Talks
- Refresher Induction Training
- Permit to Work System Training
- Training for Project Management, Supervisors, and Foremen
- Fire Prevention and Emergency Evacuation Training

Several orientation and training programs will be implemented to ensure that all site personnel; become familiar with the site conditions; become fully aware of the site rules and restrictions; and apply safe work methods. Orientation and training programs will be conducted and co-coordinated by Site HSE Manager.

Subcontractor trainers will be trained by contractor to conduct contractor specific programs. Each subcontractor will plan and organize the training of their workforce based on these contractor requirements. The training program will be reviewed and approved by contractor. A copy of the training records will be issued to contractor. For each training session, the party facilitating the training (i.e. contractor or subcontractors) will keep a record of the attendees and content of the training to verify that the participants have successfully completed the training activities.

### 12.2 Contractor, Subcontractor, and Supplier Personnel

HSE training for construction personnel will be conducted through the following:

- Work-site admission orientation sessions

- Pre-construction meetings for critical activities
- Training and awareness sessions
- Safety meetings

Personnel visiting the site, such as supplier personnel, will also be trained, without exception, in the HSE rules and procedures in force at the site and will be required to follow these rules and procedures as if they were contractor employee

### 12.3 Site Orientation Course

All personnel assigned to or visiting the construction site will be given a site induction course and badge the first day of work by contractor. This course is mandatory and no entry to the Construction Site or work will be allowed prior to participation in the Safety Induction.

During this training, each person is made aware of the Project HSE values, goals, and their responsibilities. They are also taught the basic HSE rules in force at the Site and our commitment to their personal safety & health.

Training materials will be available in English and translated into the language(s) spoken by the work force.

The policy on alcohol and drug abuse will be explained to all personnel, who must sign an acknowledgement and acceptance form.

Each individual who successfully completes the site induction course will be issued a HSE Handbook and a safety helmet sticker, and they shall be issued appropriate clothing/PPE by their Employer (see below) prior to receiving their entry badge.

PPE required entering Site :

- Safety Helmet (BS 5240 Part 1 or ANSI 289.1 1997)
- Safety Glasses with Side shields (goggles, BS 2092/ Spectacles BS 2092.1 CDM)
- Gloves
- Safety Work Shoes (CE EN345)
- Coveralls - color-coded for their SUBCONTRACTOR Employer (lower tier SUBCONTRACTOR personnel shall have same color coveralls as the main CONTRACTOR) as required.

As a minimum HSE orientation program prior to the start of construction works essential points that considered are:

- Company's and contractor HSE rules and regulations
- Construction Site security
- Emergency evacuation procedures
- Whom to call in case of fire, accidents, explosion and emergency
- Issue of permits for work under abnormal conditions
- Smoking rules
- Speed limits and parking facilities
- Sanitary facilities
- Dumping facilities
- HSE Program, Policy and Goals

- Each individual's responsibilities towards HSE goals
- Employee and Supervisory responsibilities
- Hazard identification and communication
- Site-specific hazards and precautions
- Location of First Aid Station; Medical facilities services and ambulance, reporting procedures
- Incident and Injury Reporting Procedures;
- Emergency Response Action Plan (Incident alarms identification)
- Use and maintenance of Personal Protective Equipment
- Identification and use of emergency equipment
- Other Safety Awareness items; i.e. Map of Work Areas and Muster Points, Emergency Equipment (availability and use), etc.

### 12.4 Task Specific Safety Training

Safety training covering specific topics, such as safety in crane operations, trenching and shoring, and working in confined spaces, noisy and hazardous areas, will be carried out with the support of the contractor HSE Department, who will provide the training materials (Manuals, videos) necessary for these activities.

### 12.5 Special Training/Communications Programs

In the event of safety breaches, or based on the safety performance and the results of audits and inspections, ad hoc safety training may be organized by Site HSE Manager.

Contractor will utilize all appropriate visual methods to convey and assist project personnel in shaping an Incident Free Culture. These shall include but are not limited to the following:

- Mannequins or posters of workers dressed in mandatory PPE for different work tasks or situations.
- Scaffolding examples erected to provide a visual reminder of proper scaffolding.
- Rigging examples erected of Come-along, Hoists, Hook, Shackles, Cable Clamps, etc., to provide visual reminders of proper methods.
- Use of universal pictographs for tags, signs, in handbooks, in addition to multi-lingual signs & tags, etc.
- Pictures, slides, video taken around the jobsite of unsafe and safe activities to use in Hazard Recognition Training of Supervisors, employees and observers along with actual confiscated "Makeshift" devices that are banned. Also used in Toolbox Talks, Committee Meetings, etc.

### 12.6 First Aid Training

Personnel selected from the workforce, mainly supervisors and foremen, will be trained in first aid in order to support the medical personnel in case of multiple injuries or simultaneous accidents in different places of work.

These personnel will receive basic training in first aid at the work site, in particular for electrocution, burns, fractures, heat stroke, bleeding and CPR.

Further, the personnel will receive basic information related to first aid assistance, survival procedures, "do's" and "don'ts" in case of accidents, and information related to the main health hazards of the area. Refresher first aid courses will be carried out at regular intervals at the work site.

### **12.7 Fire Fighting, Confined Space/High Rescue Training**

In order to provide adequate coverage at the site, competent members of the workforce will be selected as Fire Brigade Members and trained in the proper methods for extinguishing fires.

Others will be selected, outfitted and trained to respond to confined space rescue and High Rescue situations on structures, towers, etc. Additional members will be trained as the job progresses to ensure proper coverage.

## **13 Risk Evaluation and HSE Management**

### **13.1 Safety Planning and Coordination**

The safety planning will start with the mobilization of Project HSE manager (immediately after the contract award) and the preparation of the Subcontracts packages.

As members are assigned to the HSE Group, they will familiarize themselves with the site conditions and analyze the construction planning and construction equipment and resources, under the responsibility of Project HSE Manager.

Project HSE Manager will identify and list:

- The work areas close to the existing facilities and, therefore, requiring work permits.
- Activities requiring a Job Safety Analysis (JSA) and recommendations on how to carry out the work.
- These lists will be issued for review to company.
- The results of the safety planning will be published and discussed at the safety meetings, pre-construction meetings and kick-off meetings with the subcontractors

### **13.2 Hazard Recognition and Control**

Contractor structured processes to be utilized during the planning and execution phases of the work to identify, assess, and eliminate / control potential work site hazards includes the following:

- Project HSE Plan
- Detailed Site HSE Plan
- Construction Hazard Analysis
- Methods Statements
- Job Safety Analysis

The identification and evaluation of hazards and environmental issues at the various stages of the Project and the development of control measures is part of the HSE management system. Identification and evaluation of typical HSE hazards for the petrochemical construction industry has already been carried out and included in the site HSE Plan through the Construction Task Hazard Identification/Analysis process and are integrated into the procedures identified.

The Project will use the Site HSE Plan as the basis for site HSE Planning for identified risks/hazards. The project policy commits all personnel to ensure that prior to starting any task a risk assessment is completed. The risk assessment has the prime purpose of identifying the hazards associated with the task, who can be hurt and both that the appropriate controls are in place and the risks are reduced to as low as reasonably practicable. The risk assessment work method will be used by site supervisors.

As an outcome of the hazard analysis, subcontractors shall be required to prepare JSA that address the tasks to be performed. Then as part of the two weeks look-a-heads, the tasks are planned and equipment and personnel resources identified and JSA developed.

Thereafter ongoing risk assessment, hazard identification and elimination are achieved at the task level during the construction phase through inspections and audits.

Contractor has procedures/best practices developed over the years for safely performing all types of tasks in the Petrochemical Construction Industry. The lists of procedures will be identified in the Project Site Plan for use in controlling the hazards.

### 13.3 Engineering

#### 13.3.1 Risk Assessment

The identification, assessment and management process shall be regulated by specific procedures, developed based on the plant characteristics, location, applicable legislation, and company's requirements, in particular company's Project Approach, as specified in Hazard Identification and Worksite Risk Assessment shall apply.

Based on such Project Approach, risk identification, assessment and management in Engineering shall be an integral part of the engineering activities. The following tools shall be used.

- Review of studies conducted during the FEED phase of the project, such as QRA and EIA (if required)
- Design reviews, such as 3D Model Reviews and Building Reviews
- Safety reviews, such as Fire Safety Assessment and Evacuation and Escape Route Reviews
- Constructability reviews
- Check lists
- Management of Change

#### 13.3.2 HSE Management

CONTRACTOR Is committed to design the plant to meet industry standards of which HSE is a key element. The relevant contractor engineering standards along with the project design criteria (Specifications, Drawings and documents) will be applied as the minimum HSE engineering standard for this Project Engineering.

HSE Engineer will be responsible for ensuring that HSE is applied as per the relevant project specifications, procedures, international codes and standards. It is the individual Lead Engineers and Engineers responsibility to apply the HSE standards and design the plant to meet modern standards.

#### 13.3.3 Identification of Hazards and Effect

Early identification, analysis and evaluation of risks are important to enable contractor to take preventive measures. The target is to reduce the exposure to an acceptable level and to execute tasks according to the applicable norms and regulations.

In the Process Safety Management structure, which provides a framework of organizational structure, procedures and practices used to manage and reduce risks in order to prevent the consequences of catastrophic releases of toxic or explosive materials, Hazard Identification Reviews are essential tools to conduct organized, systematic and documented assessments to identify and analyze the potential hazards associated with the production process.

The following methodologies will be applied in the Project development phase:

- HAZOP (Hazards & Operability)
- SIL (Safety Integrity Level)
- QRA (Quantitative Risk Assessment)
- Fire Risk Analysis / Explosion Analysis

All procedures used to execute the above methodologies will comply with Company Standards.

### 13.4 Construction

#### 13.4.1 Risk Assessment

As for Engineering, the identification, assessment and management process shall be regulated by specific procedures, developed based on the plant characteristics, location, applicable legislation, and company's requirements, shall apply.

Risk identification, assessment and management in Construction shall be an integral part of the construction activities, starting from the planning at the Home Office.

The following tools shall be used:

- Result of QRA and EIA conducted during the feed phase and EPC stage of the project
- Constructability reviews
- Job Task Analysis
- Workshops for specific areas of risks or hazards
- Participation in the 3D Model Reviews and Building Reviews, if required.
- Pre-start check list

Based on the results of this process at the Home Office, the methods of construction and type of equipment to be used are selected and the documentation to be prepared, identified.

During construction, risk identification, assessment and control shall be regularly carried out as part of the pre-job risk analysis, and the preparation of method statements. Specific construction risk assessments shall be conducted by contractor with the participation of company and subcontractors for such items as heavy lift, concurrent construction of different disciplines (e.g., as civil works and piping) in the same area, concurrent construction of different disciplines (e.g., as civil works and piping) in the same area at different elevations, confined space work, radiographic examination at the Site, and hydrostatic testing.

#### 13.4.2 HSE Management

HSE management and safe working practices to be considered for transition phase since activities will be occurring without operating facility. That is Construction /Commissioning/Start-up activities will be going on at the same time.

Site Manager has responsibility for HSE during the construction phase. He is assisted in the implementation of HSE by Site HSE Manager. HSE is everybody's responsibility and Site Manager will ensure that all members of the Project understand their duties.

#### 13.4.3 Identification of Hazards and Effect

Construction site risk will be identified and mitigated with the planned manner that will be established before commencement of construction work. Job Safety Assessment and other industry standard

methods will be implemented to assess the hazards and identify the relevant controls required to control the risks.

- Job Safety Analysis (JSA)
- Control of Hazardous Material
- Preparation and implementation of relevant site HSE procedure
- Implementation and monitoring of effective general workplace practices
- Implementation of Permit to Work (PTW) system given by the Company
- Effective site supervision
- Preparation of hazardous chemicals and dangerous goods/materials inventory

### 13.5 Pre-Commissioning and Commissioning

#### 13.5.1 Risk Assessment

As for Engineering and Construction, the identification, assessment and management process shall be regulated by specific procedures, developed based on the plant characteristics, location, applicable legislation, and company's requirements shall apply.

Risk identification, assessment and management shall be an integral part of the pre-commissioning and commissioning activities. Based on the results of this process at the Home Office, the Pre-commissioning group may propose changes in design (pre-commissioning and commissioning in, or close to, general construction areas or punch listing in pre-commissioning and commissioning areas), for example addition of isolation valves. The following tools shall be used.

- Studies conducted during the feed phase of the project, such as QRA and EIA.
- 3D Model Reviews
- Constructability reviews
- Pre-startup check list
- Job Task Analysis
- Workshops for specific areas of risks or hazards

At the Site, risk identification, assessment and control shall be regularly carried out, in particular for the coordination between the pre-commissioning and commissioning crews and the construction crews working in, or closed to, areas that have been energized. Specific risk assessment workshops shall be conducted by contractor with the participation of company and subcontractors for such items as energize of the facilities and introduction of hydrocarbons.

The results of the workshops carried out before the start of construction, i.e., recommendations and action items, shall be regularly reviewed by Senior

Commissioning Manager to ensure that the assumptions made at the workshops on the working areas and the construction schedule are still valid.

#### 13.5.2 HAZOP Planning

Hazard and Operability (HAZOP) Study will be carried out when piping and instrument diagrams (P&ID) are available, normally at the approved for design stage. The structured guide-word approach of the HAZOP Study is used in which each line, vessel or operating sequence is studied in turn.

Where deviation from normal operation can give rise to a hazardous situation, the team assess the features incorporated in the design and, where insufficient, note the actions needed. HAZOP Study shall be a line by line study. Each line will be studied as a whole, from battery limit to battery limit or to the equipment connected to the end of the line, whichever is applicable. Materials handling equipment shall be similarly treated as process lines and shall be studied in the same manner. HAZOP Study shall cover all the process lines and systems that are part of, or may be affected by the project facilities. This shall include existing upstream and downstream facilities that may be affected by the new facilities.

The review methodology shall be the “Guide Word” HAZOP technique and shall be performed in accordance with guidelines published by the Centre for Chemical Plant Safety (CCPS) of the American Institute of Chemical Engineers (AIChE) and API RP750.

The Leader of HAZOP Study shall be an independent consultant not associated with the Project Team and shall have proven experience of leading major HAZOP Studies. Contractor shall appoint the HAZOP Study Leader, who shall be approved by company.

Contractor is responsible for ensuring that HAZOP Study is initiated, documented, necessary design changes are implemented and that all actions are completed.

Contractor also be responsible for ensuring that all changes to the design arising after completion of HAZOP Study are examined for possible hazards, and the results documented.

All P&IDs and systems including vendor packages shall be subject to a HAZOP Study unless otherwise approved by company prior to commencement of the HAZOP sessions. Contractor shall propose a timetable for subsequent following HAZOP study covering specific items not ready for HAZOP e.g. vendor packages.

### 13.6 HSE in Procurement

In the pre-qualification of vendors, the HSE performance will also be considered, especially when the fabrication will take place in yards specifically established for the Project and/or located in a third country.

Contractor will not control, supervise or audit HSE at the vendor facilities as HSE performance at the vendor facilities are the sole responsibility of Vendors. However, the Vendors will be requested to include in his proposal a declaration stating that they will strictly follow the laws and regulations of the location where the fabrication will take place.

Contractor Personnel visiting the vendor facilities shall follow Vendor HSE procedures or contractor HSE Procedures, whichever is the most stringent. During design and fabrication, the vendors may be requested to provide design data and information on the HSE aspects of the equipment they will supply.

The Requisitions shall specify that the vendors shall provide the Material Safety Data Sheets (MSDS) of all chemicals that will be used for the preservation, operation and maintenance of the equipment. No chemical may be introduced at the Site, if the related MSDS has not been provided.

Before shipment of special oversized cargo, the vendor shall provide CONTRACTOR with the details of the packing, lifting and tie-down procedure for on-land and marine transportation, CONTRACTOR

shipping coordinator shall review and CONTRACTOR shipping personnel or the forwarder personnel shall conduct stowage survey before shipping. Vendor Personnel visiting the Site shall follow CONTRACTOR HSE Procedures and the Induction Training as if they were CONTRACTOR employees.

## 14 HSE Documentations Standard

### 14.1 General

The HSE documentation consists of the following:

- HSE Overall Project Management Plan, this document
- Contractor plans, specifications, procedures, and reports. These documents are project overall documents and cover the basic criteria and requirements for the incorporation of HSE into the design and construction, regardless of the different scope of work of contractor, for example HAZOP Procedure, Evacuation and Escape Philosophy, Construction HSE Plan, and all the Site HSE procedures. The documentation shall be established and maintained to meet or exceed all relevant Indonesia regulatory and legislative requirements. Items or activities that are not adequately covered by Indonesia regulations or Company requirements shall be performed in accordance with appropriate international standards and good engineering practices.
- Company Procedures and Requirements. These procedures may be supplemented by contractor, should contractor feel that additional requirements are to be specified. However, the original text of the Procedures shall not be modified and any addition recommended by contractor shall be clearly identified.
- Contractor Specific plans, specifications, procedures, and reports. These documents cover the basic criteria and requirements for the specific scope of work of contractor, for example HSE Plan and Process Unit HAZOP Reports. The same format used for the common documentation shall be used. The documents shall meet or exceed all relevant Indonesia regulatory and legislative requirements, and project requirements.

### 14.2 Documentation Hierarchy

The hierarchy of the HSE Documentation is as follows:

- Indonesia Laws and Regulations
- Contract between company and Construction's consortium
- Company Regulations, Guidelines, and Manuals
- Company Project Specifications and Mandatory Procedures
- Construction HSE documentation, plans and procedure
- Project Management Directives
- Construction HSE specific documentation, plans and procedure
- Internationally recognized standards for items that are not adequately covered by regulations or project requirements

### 14.3 HSE Design File

Under the responsibility of Project HSE Manager, the Project HSE Design File shall be prepared at the completion of Project to include all documentation related to HSE, such as philosophy, specifications, studies and close out reports.

Scope of the HSE File is to demonstrate that hazards and HSE issues have been identified, assessed and addressed in the design of the facilities and to support Company in their regulatory and permit activities. At the construction site, all deliverables associated with HSE construction shall be collated into a HSE Construction File by Site HSE Manager.

## **15 Basic Safety Rules**

### **15.1 Protection of Existing Utility Services**

Contractor's performance of the work will be of paramount importance to keep safety and security of the Company's existing utility facilities.

Contractor's personnel admitted to the existing facilities and issuance of work permits therefore will be subject examination and approval of COMPANY or the relevant authority. Contractor's safety personnel will assist company to determine safety levels/requirements for any such activities within the existing facilities.

Throughout the whole period of the exposure of existing utility services, contractor will protect the existing utility services and shall ensure that the services are adequately supported with satisfactory means so that no damage will be caused to them

Contractor shall take all necessary precautions to avoid causing damage to services.

### **15.2 Night Working**

- All night work shall be approved by Site Manager.
- Assigned supervisor on the particular job shall be available in job area at all times until the completion of the job and should competently perform his responsibilities to ensure the safety of the workers
- Construction permit to work shall be used before any job should be carried out.
- An overall level of illumination shall be established for each work site. The table included in this procedure is intended for guidance and may need to
- be exceeded to ensure proper lighting.
- Adequate lighting and back up lighting (flash lights) shall be provided in confined spaces.
- Temporary installations shall meet the requirements of the CONTRACTOR, COMPANY and internal standards
- Bulbs used in light strings shall be protected from breakage by light guards.

### **15.3 Hygiene Industrial**

#### **15.3.1 Illumination in the Workplace**

Suitable and adequate provisions for site lighting will be made throughout the period of the construction, until such time that the permanent facilities may be utilized

Temporary illumination, general and emergency lighting for maintaining safe working conditions shall be suitable and sufficient in accordance with the relevant legislation. All areas requiring access including platforms, under platforms, underpasses, excavations, etc.

Contractor and subcontractor shall provide temporary general illumination with a lighting level of not less than 75 LUX. Where work is carried out during hours of darkness above ground suitable floodlighting shall be provided, to include fixed and portable lighting, to enable work can be carried out safely.

An alternative source of power and emergency lighting system shall be provided to allow emergency securing operations and evacuation safely in the event of primary power failures. An adequate number of lamps shall be located at key points underground.

In “live” operational area and hazardous environment such as confined space, all lighting equipment will be approved and in some cases require to be “explosion” proof.

### 15.4 Welfare

Contractor shall provide suitable and sufficient welfare facilities on the project site and camp which are readily accessible taking into account the number and distribution of workers throughout all work locations. These facilities shall include:

- A supply of adequate clean drinking water. Common drinking cups or dips are prohibited.
- Pest control program at PP’s accommodation and canteen also on Client’s accommodation and site office facilities once in every 3 months.
- Canteen or eating area adequate for total workforce. The canteen’s location is to be maintained in hygienic standards. All food handler and operators must undergo related host country authority medical screening, proper vaccination and free of communicable diseases.
- Toilets and wash-up facilities for employee convenience and comfort. Each subcontractor is held fully responsible for seeing that his personnel abide by the applicable sanitary requirements and proper use of the sanitary facilities. Contractor will require and ensure subcontractors provide and maintain toilet at the construction site for common use, including sanitary and washing facilities in their work areas such as workshop, lay down areas, etc. Contractor shall make arrangement with subcontractor for wastewater collection.
- Sheltered rest areas, to include seating, segregated from the worksite so that workers may safely remove helmets and other items of PPE. Such rest areas shall have sufficient waste bins and signs posted.
- Contractor shall provide proper prayer room with ablution facilities.
- Where necessary safe smoking area must be provided with the approval of the management.

These facilities shall be kept in a clean and serviceable condition and be available for use during all working hours.

### 15.5 Dust Control Management

The following methods will be used to prevent conditions conducive to dust generation and suppress dust should it occur:

- Adjacent paved areas and roads used for construction traffic will be maintained free of tracked soil or fill materials. At minimum, paved traffic areas, driveways, sidewalks, and streets will be cleaned on a daily basis by wet sweeping and/or washing. More frequent cleaning will be provided as necessary. Adjacent paved areas and roads will be left clean at the end of each day.
- Exposed excavations, disturbed ground surfaces, and unpaved traffic areas will be maintained in a moist condition.

- During non-working hours, the Site will be left in a condition that will prevent dust from being generated. At the end of each work day, disturbed areas will be wetted down.
- Construction activities will be conducted using methods that minimize dust generation.

### 15.6 Disease Vector Control Procedures

Contractor HSE staff will develop a disease vector control plan to coordinate with subcontractor disease vector control efforts. This plan will be revised as experience is gained to increase the effectiveness of disease control measures. Contractor and subcontractor shall perform the following measures to control disease vectors:

- Regularly dispense rodent poisons where rodents are likely to be located.
- Typical locations include around trash containers, dining areas, kitchen areas, food storage areas, etc.
- Spray and/or fog areas with insecticides regularly.
- Keep all locations clean and free of trash and discarded food and food containers.
- Caterers shall comply with relevant health publications and requirements. The HSE staff shall inspect caterers, including subcontractor caterers, on a regular basis.
- Store food in insect and rodent-proof containers, rooms, areas, etc.
- Other measures, as required.
- The HSE shall regularly inspect job sites and camp areas and comment on the adequacy of disease vector control measures. Inadequacies shall be corrected immediately.
- All insecticides and rodent poisons shall be used in strict conformance with the manufacturer's instructions and directions.

## 16 Incident Investigation

### 16.1 Incident Investigation and Reporting

Contractor will inform the following in Managing incident at site:

- Immediate verbal notification to COMPANY representative at site.
- A preliminary written incident report within 24 hours of an incident
- A detailed incident report within 5 calendar days.

This is achieved by controlling all activities in such a manner so as to avoid harm and ill health to its employees, Contractors, Subcontractors and other identified stakeholders including community. Towards this end, the company has established SSH&E policies, processes, standards & procedures and work practices.

### 16.2 Notification

All Contractor employees and subcontractors shall be responsible for reporting the incident in which they are involved or have knowledge. The notification of incident shall be made to the supervisor of the area/activity where the incident occurred. It shall be duty of the personnel to report incidents immediately as far as he/ she is safe to do so. If the incident results in an emergency situation this must be dealt with first by following the project specific Emergency Preparedness and Response Plan.

### 16.3 Near Miss Reporting Programs

Near Miss Reporting Programs provide workers an opportunity to communicate a near miss incident. The program shall provide a means for reporting and communicating near misses to Worksite Safety Manager or the Worker Safety Team for review, prioritization, and capture attention. Action items resulting from the program are logged, tracked to resolution, and communicated back to the workforce. The program also provides a structured process for investigating, analyzing, and communicating near miss information.

### 16.4 Reporting

Each accident / incident report form will be allocated a unique identification number, which will assist in tracking the implementation of corrective action(s).

Contractor shall provide a preliminary written incident report to company within 24 hours which includes the following as minimum:

- Basic facts
  - Preliminary classification
  - Immediate (i.e. short term) corrective actions

A final incident report to company shall be provided with in five (5) business days which includes the following as minimum:

- Root causes
- Final incident classification
  - Corrective actions.

### 16.5 Level of Notification

Accident/incident reporting should be encouraged to all employees where the ultimate objective is to reduce accident/incident rather than to blame. The level and extent of urgency reporting is depending to the severity or potential of the incident:

- Major accident/incident shall be reported immediately:
  - Project Manager & Project HSE Manager.
- Construction Manager.
  - COMPANY (immediately)
  - Relevant Regulatory Body.
- Serious accident is reported immediately:
  - To Project Manager and Project SSH&E Manager.
  - To Construction Manager.
  - To company site representative (immediately)
  - To Relevant Regulatory body if required.
- Minor accident shall be reported, in the first instant:
  - To the Supervisor or person in charge of the area in which the incident occurred.
  - To Project Manager.
  - To Project SSH&E Manager.
  - To Construction Manager Immediately
  - To COMPANY.
- First Aid Case shall be reported in the first instant:
  - To Medic / First Aider who will liaison with the Supervisor or person in charge of the area which the incident occurred.

### 17 Ausit and Review

The Project HSE-MS shall be subject to audits under contractor's QA/HSE Management Process.

The engineering shall be subject to HSE project audits that shall be carried out by specialists from Contractor permanent organization, who will be assigned by the respective Department Manager on request by Project HSE Manager.

The HSE Audits will be conducted to ensure that the control processes are being effectively implemented and will include the following:

- Verification of the correct implementation of the HSE policy and requirements
- Assessment of the effectiveness of the design reviews
- Verifications that the actions agreed during the design and safety reviews have been implemented in the plant design
- Verification that engineering changes have been evaluated from HSE point of view
- Audits at the Site shall be conducted to assess compliance with local laws and regulations,

Company requirements, (Contractor Management and Contractor HSE plans and procedures). These audits shall be carried out by Site HSE Manager with the support of Corporate HSE Department at key points during construction and pre-commissioning, e.g., start of foundations, and structure and equipment erection; working at heights, heavy lifts, and energizing.

Action items/non-conformances generated by the audits shall be recorded. An Action Log shall be prepared and maintained in such a way as to ensure that it is possible to trail from the initial recommendation to its final implementation. Action items, non-conformances generated by the audits shall be recorded by

- Project HSE Manager
- Site HSE Coordinator

Corporate HSE audits of the site activities shall be conducted at least once a year. HSE at both, the Engineering and the Site, is subject to QA Audits as all other disciplines and project groups. HSE Audit during construction may be carried out by company and Contractor Site HSE manager will be responsible for review company's HSE audit recommendations on the remaining construction activities and will discuss the priorities of actions to be carried out by Contractor and propose plans to minimize adverse impacts on schedule. Site HSE Manager will perform regular safety inspection to ensure that the all project safety requirements are implemented at site and the results of inspection will be recorded and monitored for closing out.

## 18 Tools and Equipment Inspection – Maintenance

### 18.1 Maintenance and Equipment Inspection

#### 1) Pre-mobilization Inspection

- All major construction equipment and hoisting and lifting equipment and all vehicles will be thoroughly examined by an approved qualified person as required by local laws and COMPANY regulations.
- A report on the result of the examination will be submitted to Site HSE Manager in a prescribed form before equipment is brought onto the site.
- All crane operators/drivers must have valid Indonesia license.
- All heavy vehicles/moving equipment's must have flag man with the machine to avoid accidents while reversing/driving.

#### 2) Scheduled Inspections and Maintenance

- All contractor and subcontractor construction equipment, lifting gear and vehicles are to be periodically inspected and maintained according to the project designated maintenance schedule.
- Complete records of all inspections and maintenance are to be maintained by the subcontractors and available for review by Site HSE Manager.

#### 3) General Requirements

- Before any mechanical equipment is used in company restricted area, all required work permits must be obtained.
- All machinery should be inspected before being placed in service and at regular intervals thereafter.
- Maintenance schedules should be established for each piece of equipment and strictly followed.
- No repair, adjustment, or replacement of parts on moving machinery is permitted.
- Before making any repairs, all equipment must be stopped and deactivated so that it cannot be unintentionally started.
- At the start of each shift, the operator must check oil, water, fuel, and hydraulic levels, that all gauges are operating and that the machine is functioning smoothly.
- Safety equipment (e.g., guards, limit switches, governors) must be checked daily.
- Equipment traveling or working on the highway must have lights and reflectors.
- Park equipment clear of the roadway. If this is not possible, use flashing lights, cones, or other warning devices to alert approaching traffic.
- When vehicles are left unattended (even overnight), engines must be stopped, parking brakes applied and the wheels chocked. The ignition key should be removed and/or battery cables disconnected to avoid start-up by unauthorized personnel.
- Unless otherwise instructed, operators must dismount from machines while maintenance or repair work is being carried out.
- Cabs fitted to equipment must give 360° visibility. Cabs must be kept clean and clear of such items as rubbish and loose tools. Windows must be kept clean at all times and should be replaced if the glass becomes pitted, cracked or broken.

- Where the operator of a mobile machine cannot see the area all around his machine, an attendant must be in a position to direct and assist the operator.
- All equipment must be located so that exhaust fumes will not affect workers in the area. Gasoline-driven equipment shall not be used inside a building or other confined space.

### 18.2 Safety Equipment

Project Manager will provide the adequate personal protective equipment required for their works to all the employees. The equipment shall meet the statutory and local requirements. Any personal protective equipment brought to the site by a person shall be approved by Site HSE Manager in charge before used. Site HSE Manager and superintendent will determine which personal protective equipment is required for the work.

#### 1) Personal Protective Equipment (PPE)

When it has been decided that personal protective equipment is required, steps must be taken to select the proper type of equipment and to ensure that supervisor properly instructs his employees in the use of that equipment and sees that it is used in accordance with instructions.

For the mandatory PPE's, contractor and its subcontractors will supply items as below.

- Safety Helmet (BS 5240 Part 1 or ANSI 289.1 1997)
- Safety Glasses with side shields (goggles, BS 2092/ Spectacles BS2092.1 CDM)
- Safety Work Shoes (CE 345)
- Coverall

Contractor and its subcontractors will also provide other PPE's as deem necessary.

- Full Body Harness (BS 1397)
- Safety Gloves
- Face Shield (BS 2092)
- High Visibility Vests
- Clothing for handling hazardous chemicals - fall protection (such as lanyard, lifeline etc.) (BS 1397)
- Hearing Protection (Ear Plug, etc) (BS 6244)

Other equipment, e.g., breathing apparatus, toxic escape masks, toxic personal detectors, earthing straps, or rain gear, etc., must be worn when the hazards to which an individual is exposed dictate their use.

#### 2) Fire Fighting Equipment

Contractor will provide all necessary first-aid firefighting equipment to protect the facilities, materials, equipment and personnel on the construction site. This is for first line protection and additional response measures will be arranged and included in the Emergency Response Plan and procedures.

All equipment shall be regularly inspected, and arrangements for maintenance made, by the Safety Officer. This includes the inspection and maintenance (charging) and certification of same for the portable extinguishers. A record of use and status shall be maintained up to date.

## 19 Emergency Preparedness Plan

### 19.1 Emergency Response Procedures

Project HSE Manager is responsible for establishment of emergency preparedness and response plan and its implementation on the project site. This plan includes the following emergency response categories:

- Medical (illness and injury)
- Facility Emergencies (fire, explosion, toxic gas leakage, hazardous material spillage etc.)
- Utility Failure (telephone, water, gas, electricity)
- Natural Disasters (earthquake, sandstorm, flood threat, etc.)
- Workplace Violence, Criminal Activities, Terrorism and Civil Unrest
- Travel Emergencies

#### 1) Response Level

Contractor, in coordination with Company will develop an emergency management plan for both Site and Camp that will identify general, medical, security, fire, evacuation and specific major incident response requirements according to the following Incremental. Response Levels:

Level One: Localized incident: Sufficient to deploy contractor based emergency resources. Incident is capable of being dealt with and contained by contractor assets alone. Temporary task specific stop work however, the wider area remains unaffected.

Level Two : Area incident: Sufficient to stop work in the area and deploy both contractor and additional site based emergency resources. External agencies notified but a request for assistance is not warranted. Multiple areas evacuated and work stopped.

Level Three: Site/Camp Incident: A requirement to deploy all available contractor and project emergency assets. External agencies notified and a request for assistance is made. Numerous areas evacuated and all work stopped.

Contractor will coordinate its alert system with Company existing Emergency Plans, alarm systems and drills to minimize confusion. The overall and governing Emergency Management Plan will be that of Company.

The number and location of muster points will be reviewed and finalized with Company prior to the start of the site work and will be detailed in the approved Site HSE Plan and Emergency Response Plan.

Emergency Response Team members will be selected and trained to respond to potential major accidents.

#### 2) Drills & Exercise

Specific training will be conducted for members of the spills clean up team, firefighting team, emergency rescue & first aid treatment team. Emergency Drills and Exercise will be conducted as scheduled below:

- One (1) alarm test for temporary site offices in every week
- One (1) Evacuation Drill in every 3 months

- One (1) Emergency Response exercise in every 6 months
- One (1) Environmental Scenario Drill in every 3 months for personnel handling chemicals and hydrocarbons

### 3) Emergency Alarm Response

- All personnel shall vacate the room or work place. Before leaving the working place the individuals concerned shall leave the work place as safe as possible e.g. switching off of welding machines, gas cylinders, running machines, gas burners, any electrical light or appliances in their rooms.
- All personnel shall assemble at the Muster point according to the color code of their accommodation. Fire wardens shall provide guidance and assistance for mustering at the
  - correct Muster point.
- While responding to a fire alarm, kitchen staff shall ensure that all burners and other fire hazards have been turned off. Similarly other personnel in residence shall ensure that they leave everything in their rooms in safe condition.
- All the members of respective teams shall report to their leaders.
- The appointed fire team leaders shall take direction from the HSE Officer of subcontractor.
- In the event of a fire, explosion, bomb threat or the need to evacuate the site, the actions listed below should be followed:
  - On the continuous sound of the alarm siren (bells), STOP all activities and vacate the building or area without delay, by the nearest exit.
  - Switch off the machine
  - Safety Coordinator of each subcontractor to initiate appropriate Emergency Operating Procedures, and where possible, confirm working site is in safe state prior to vacating buildings.
  - Move quickly, but do not run.
  - Do not return to a work area to collect belongings.
  - Keep left in corridors and stairs.
  - Do not overtake others along the route.
  - Assemble in the designated Muster Point.
  - At Muster Point report to the responsible warden.
  - Do not enter the building or work area under any circumstances until the all clear is given.

All new workers, as part of their induction, shall be given instructions on the evacuation procedures for the site.

All visitors and third parties are to be advised of the Site's Evacuation Procedure and the location of Muster Point when they are admitted to the site.

## **20 Health and Fitness for Work**

### **20.1 Health and Fitness for Work**

Contractor will define the requirements and include provision of medical requirements for pre-employment and periodic medical examination for all employees as standards minimum of company.

Site HSE Manager will maintain the responsibility for the First Aid facilities. A first aid facility will be established immediately upon start of the work at the site in accordance with the local laws and regulations in Indonesia and operated for the duration of the construction and commissioning work and maintain routine check for all employees in accordance with Health and Security Program.

The medical requirements, scope and the criteria of medical fitness will be consultation with the COMPANY medical team. And in addition any other medical test need selected personnel e.g: catering, personnel involved with hazardous materials.

### **20.2 Drugs and Alcohol**

CONTRACTOR will conduct the medical test during pre-employment to identify the workforce are free from the consumption of any drugs and alcohol.

It shall not be a violation of this section for a person to consume medically prescribed medication so long as they have informed on site medical personnel.

## 21 Road Transport

### 21.1 Protection of Road and Property

Contractor will conduct its operations in safe manners as part of traffic management system to avoid any incident and property damage.

Contractor will obtain permission from Company there and/or all relevant authorities to manage and control all obstructions such as utility installations, highway, bridge, roads, cables, pipelines or other properties.

Contractor will notify to the Company and/or all relevant authorities to ensure the weight of cargos and other particulars of the load is safe to be transported. CONTRACTOR's proposal for protection or strengthening the road or bridge including design data for the loading distribution on the structure, calculations and drawings for the temporary supports will be provided for evaluation.

Contractor will submit a layout of proposed access and safety requirements on the Site.

Contractor will not disrupt or otherwise interfere with the operations of any pipeline, telephone, electric transmission line, ditch or other structure, nor enter upon lands in their natural state, without all necessary prior approvals. Following receipt of such approvals and before beginning such work, contractor will promptly give a notice to the company prior commence the transportation activity.

All licensed drivers and passengers must be use seat belt while they are in vehicles and using mobile phone is strictly prohibited while driving. All vehicles shall not excess maximum speed limit 30km/hour on project site or as traffic sign posted.

### 21.2 Site Vehicle & Traffic Rules

#### 1) General Motor Vehicle Use

Use of personal vehicles inside the Project site is restricted. A Vehicle Permit Pass is required to be issued by Security, and must be displayed on the right corner of vehicle windshield at all times. Subcontractor vehicles should be so indicated with a door panel sign or placard on the dash.

#### 2) Speed Limits and Rules The following rules will apply:

Speed limits will be strictly enforced within the Project. The Construction speed limit is 30 km/h or as posted.

- All drivers operating vehicles within the Project Site must have a valid driver's license.
- Obey all traffic signs including speed, STOP, and directional signs.
- Seat belts are to be provided - and worn by - all occupants of a moving vehicle
- Any automobiles and/or trucks entering the Project Site must be maintained in a safe operating condition.
- Vehicles must yield the right-of-way to pedestrians, forklifts and
- mobile crane equipment, including yielding the right-of-way to emergency vehicles.

- Parking is allowed only in designated parking areas and spaces; parking in other locations may be allowed to load/unload materials. At no times shall emergency equipment be blocked by a parked vehicle.
- Vehicles parked in process areas or other non-designated parking areas, shall have their ignition turned off and the keys left in the vehicle
- In the event of a fire, vehicles shall pull to the right side of the road and the engine shall be shut off (except emergency vehicles) until the "all clear" has sounded or other instructions are communicated.
- In the event of a vehicle accident on-site, the vehicle(s) must not be moved until their Supervisor and contractor HSE Manager have been notified and the accident scene has been investigated.
- Violations of any of these rules may be cause for removal of driving or site access privileges. Continuous violations are cause for dismissal.
- Security personnel may be utilized to direct/control employee vehicle traffic in the a.m. and p.m. at the gate if determined as necessary by Construction Manager, during peak work force periods.

### 3) Barricades, Roads and Road Closures

These features include:

Some roads or access ways may be restricted by signs for specific reason(s); use of such roads must be cleared through the CM or designee.

- Subcontractor shall not block off or otherwise make any road impassable or hazardous without contractor Company's prior approval. Approval for road closure will be based on availability of alternate roads for emergency vehicles. Contractor will determine the need for barricades, bridges, red lights, etc.
- All barricades and road closed signs shall be strictly observed, as they are silent guardsmen for hazardous areas or conditions. The removal of road barricades is limited to the individuals who installed them initially, unless or except in extreme situations or emergencies.

### 4) Motor Vehicles / Construction Equipment Operating Guidelines

Motor vehicle operators must be in possession of a valid Indonesia driver's license. Seat belts are to be used while the vehicle is in operation. This includes forklifts as well as auto, trucks and other equipment.

- All normal "rules of the road" apply to vehicle traffic on Project Site Roadways; failure to comply will result in suspension of vehicle site access/driving privileges for the driver, and a warning to the subcontractor.
- A hot work permit must be obtained to enter a process unit with a vehicle.
- The ignition is to be turned off and the keys are to be left in the ignition of any vehicle not parked in a designated parking area; this is to facilitate moving a vehicle in an emergency situation.
- The parking brake must be set whenever the vehicle is parked; equipment parked on an incline must have the wheels chocked.

- On hearing the Emergency Warning, all vehicles and heavy equipment are to be stopped on the right hand side of the roadside, the ignition turned off, keys left, and driver is to proceed to the nearest Assembly Point for instructions or until an "all clear" is sounded.
- Transportation of passengers shall only be permitted in the passenger compartment of vehicles or other specially constructed areas. An initial inspection prior to use on the job site is required, and a daily visual check for any safety equipment items that is applicable; however, daily recordkeeping is not necessary.
- Regular routine maintenance will be performed as required, per manufacturer's recommendations
- When towing trailers, welding machines, cutting rigs, boats, etc., make certain the hitch is secured and pinned and safety chains are attached. A red flag shall be secured to all loads extending 1 meter or more beyond the front or rear of the vehicle.

**APPENDIX 4**  
**Human Resource Policy – EBJ Company Regulation**

**PERATURAN PERUSAHAAN  
(COMPANY REGULATION)  
PT ENERGI BAYU JENEPONTO  
2017-2019**

**The Plaza Office Tower  
Lantai 25 Unit F1  
Jl. M.H. Thamrin Kav. 28-30  
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## PENDAHULUAN

Peraturan Perusahaan ini berlaku untuk semua karyawan Perusahaan yang berkebangsaan Indonesia khususnya yang terikat dengan Perjanjian Kerja Waktu Tidak Tertentu. Syarat-syarat dan kondisi-kondisi pekerjaan yang ditetapkan dalam Peraturan Perusahaan ini berlaku terhadap Karyawan PKWT (mereka yang dipekerjakan oleh Perusahaan yang terikat dalam Perjanjian Kerja Waktu Tertentu), hanya apabila secara khusus dinyatakan dalam Peraturan Perusahaan ini dan hanya jika konteksnya relevan terhadap Hubungan Kerja untuk Waktu Tertentu. Pekerjaan atas Karyawan PKWT umumnya diatur didalam Perjanjian Kerja Waktu Tertentu yang relevan.

Untuk menghindari keraguan, istilah "Karyawan" atau "Para Karyawan" yang digunakan didalam Peraturan Perusahaan ini merujuk kepada para karyawan Perusahaan yang bekerja berdasarkan perjanjian kerja waktu tidak tertentu.

Peraturan Perusahaan ini bertujuan untuk memberikan kepastian mengenai kebijakan dasar PT Energi Bayu Jeneponto ("**Perusahaan**") sehubungan dengan ketenagakerjaan, termasuk hak, wewenang, dan kewajiban Perusahaan dan Karyawan serta hal-hal lain yang menyangkut hubungan kerja antara Perusahaan dengan Karyawan atas dasar Integritas, Kepedulian, dan Penghormatan terhadap sesama manusia dan Lingkungan yang aman serta peningkatan kemampuan secara berkesinambungan.

Dengan diberlakukannya Peraturan Perusahaan ini, diharapkan akan tercipta saling pengertian, hormat- menghormati dan menghargai di antara para Karyawan dan Perusahaan untuk mewujudkan iklim hubungan industrial yang produktif, sehat dan harmonis.

Peraturan Perusahaan ini akan terus disempurnakan dari waktu ke waktu untuk dapat menjawab kemajuan kegiatan proyek di kemudian hari dan dengan memperhatikan peraturan perundangan yang berlaku.

## FOREWORD

This Company Regulation is applicable to all Indonesian national employees of the Company, particularly those who are employed under Indefinite Period Employment Agreements. The terms and conditions of employment set out in this Company Regulation shall only apply to Definite Period Employees of the Company (i.e. those employed by the Company under Definite Period Employment Agreements), only if it is specifically stated in this Company Regulation and only when the context is relevant to a Definite Period Employment Relationship. The employment to a Definite Period Employee is mainly governed under the relevant Definite Period Employment Agreement.

For the avoidance of doubt, the term "Employee" or "Employees" used throughout this Company Regulation refer to employees of the Company who are employed pursuant to indefinite period employment agreements.

This Company Regulation aims at providing clarity on the basic policies of PT Energi Bayu Jeneponto ("**Company**") related to labor, including on rights, authorities, and obligations of the Company and the employees, and other matters related to employment relationship between the Company and the employees on the basis of dignity care, and respect for people and safe environment and striving for continuous improvement.

The implementation of this Company Regulation is expected to create mutual understanding, respect and appreciation among employees and the Company in order to create a climate of productive, healthy and harmonious industrial relations.

This Company Regulation shall be improved from time to time in order to comply with the project's progress in the future and in due observation of the prevailing laws and regulations.

Semua Karyawan wajib untuk menaati kebijakan-kebijakan Perusahaan sebagaimana dituangkan di dalam Peraturan Perusahaan ini dan melaksanakannya dengan konsisten, penuh kesadaran, dan tanggung jawab.

All Employees are obliged to obey all Company policies contained herein and to implement them consistently, with full conscience, and in a responsible manner.

**BAB I**  
**DEFINISI DAN ISTILAH**

**Pasal 1**  
**Definisi**

1. Perusahaan yang juga disebut sebagai Pengusaha adalah PT Energi Bayu Jenepono, sebuah perusahaan yang berdomisili di The Plaza Office Tower, Lantai 25 Unit F1, Jl. M.H. Thamrin Kav. 28-30, Kel. Gondangdia, Kec. Menteng, Jakarta Pusat, dan menjalankan kegiatan usahanya di Indonesia di bidang perdagangan besar mesin, peralatan dan perlengkapan lainnya.
2. Definisi dan Istilah yang diterapkan dalam Peraturan Perusahaan ini adalah sebagaimana terdaftar pada **Lampiran I**.

**Pasal 2**  
**Ruang Lingkup Peraturan Perusahaan**

1. Peraturan Perusahaan ini mengatur persyaratan kerja umum pada Perusahaan sesuai dengan peraturan dan ketentuan peraturan ketenagakerjaan yang berlaku. Ketentuan yang bersifat khusus akan diatur lebih lanjut oleh Perusahaan yang mungkin diperlukan dan untuk kepatuhan terhadap peraturan perundangan yang berlaku.
2. Adapun ketentuan yang belum diatur dalam Peraturan Perusahaan ini, ketentuannya akan mematuhi ketentuan dan perundang-undangan yang berlaku.
3. Peraturan Perusahaan ini berlaku untuk semua karyawan Perusahaan yang berkebangsaan Indonesia khususnya yang terikat dengan Perjanjian Kerja Waktu Tidak Tertentu. Syarat-syarat dan kondisi-kondisi pekerjaan yang ditetapkan dalam Peraturan Perusahaan ini berlaku terhadap Karyawan PKWT (yaitu mereka yang dipekerjakan oleh Perusahaan berdasarkan Perjanjian Kerja Waktu Tertentu), hanya apabila secara khusus dinyatakan dalam Peraturan Perusahaan ini dan hanya jika konteksnya relevan terhadap Hubungan Kerja untuk Waktu Tertentu. Hubungan kerja Karyawan PKWT umumnya diatur didalam Perjanjian Kerja Waktu Tertentu yang relevan.

**CHAPTER I**  
**DEFINITION OF TERMS**

**Article 1**  
**Definition**

1. The Company, also referred to as Employer, is PT Energi Bayu Jenepono, a company, having its legal domicile in The Plaza Officer Tower, Level 25 Unit F1, Jl. M.H. Thamrin Kav. 28-30, Kel. Gondangdia, Kec. Menteng, Central Jakarta, and conducting the business of wholesale of machinery, tools and other equipment within the Republic of Indonesia.
2. Definition and Terms applicable to this Company Regulation shall be as listed in **Appendix I**.

**Article 2**  
**Scope of Company Regulation**

1. This Company Regulation regulates the general terms of employment in the Company in conjunction with the prevailing labor laws regulations. Other specific issues shall be regulated further by the Company as may be necessary and in compliance with the prevailing laws and regulations.
2. Matters not regulated in this Company Regulation shall be subject to the prevailing laws and regulations.
3. This Company Regulation is applicable to all Indonesian national employees of the Company, particularly those who are employed under Indefinite Period Employment Agreements. The terms and conditions of employment set out in this Company Regulation shall only apply to Definite Period Employees of the Company (i.e. those employed by the Company under Definite Period Employment Agreements), only if it is specifically stated in this Company Regulation and only when the context is relevant to a Definite Period Employment Relationship. The employment to a Definite Period Employee is mainly governed under the relevant Definite Period Employment Agreement.

Untuk menghindari keraguan, istilah "Karyawan" atau "Para Karyawan" yang digunakan didalam Peraturan Perusahaan ini merujuk kepada para karyawan Perusahaan yang bekerja berdasarkan perjanjian kerja waktu tidak tertentu.

For the avoidance of doubt, the term "Employee" or "Employees" used throughout this Company Regulation refer to employees of the Company who are employed pursuant to indefinite period employment agreements.

## **BAB II UMUM**

### **Pasal 3 Kebijakan Pengembangan Sumber Daya Manusia (SDM)**

1. Perusahaan akan terus berusaha untuk meningkatkan kemampuan, ketrampilan, keahlian dan profesionalisme sumberdaya manusianya serta menciptakan iklim kerja yang sehat.
2. Perusahaan dapat menyelenggarakan Program Pelatihan dan Pengembangan Sumber Daya Manusia melalui pelatihan-pelatihan di dalam dan/atau di luar tempat kerja jika diperlukan dan sesuai dengan target dan tujuan Perusahaan, antara lain, menggali potensi individu Karyawan dan prestasi ketika mengevaluasi dan mempertimbangkan pengembangan karir mereka.

### **Pasal 4 Pertentangan Kepentingan**

1. Karyawan harus mematuhi ketentuan-ketentuan yang digariskan dalam Peraturan Perusahaan dan harus senantiasa berperilaku yang tidak bertentangan dengan atau mengancam kepentingan Perusahaan serta yang tidak mengakibatkan rusaknya nama baik Perusahaan.
2. Perusahaan tidak mengizinkan kerabat/ keluarga yang bekerja pada kedudukan yang saling melapor atau yang dapat menimbulkan benturan kepentingan yang dapat mengakibatkan tidak berjalannya fungsi pengawasan dengan semestinya.
3. Karyawan tidak diperkenankan memberikan pernyataan atau mengungkapkan informasi Perusahaan yang bersifat rahasia kepada pihak manapun tanpa persetujuan terlebih dahulu dari perwakilan Perusahaan yang berwenang.

## **CHAPTER II GENERAL**

### **Article 3 Company Human Resources Policy**

1. The Company shall strive to improve the capability, skills, expertise and professionalism of its human resources to create a healthy working environment.
2. The Company may organize human resources training and development programs via in-house and/or off-site training as may be necessary and in line with the Company's targets and objectives by, among other things, exploring individual Employee's potential and achievement when evaluating and considering their career development.

### **Article 4 Conflict of Interest**

1. Employees must comply with the conditions outlined in the Company's Code of Business Ethics and Conduct and must at all times conduct themselves in a manner that neither conflicts with nor compromise the interests or damages reputation of the Company.
2. The Company shall not allow relatives/families to be employed in positions reporting to each other that may cause conflict of interest that may prevent proper implementation of internal control system.
3. Employee/s shall not be allowed to make a statement and/or disclose any Company confidential information to other parties without prior approval from the authorized representative of the Company.

**BAB III**  
**PENERIMAAN, STATUS DAN MASA**  
**PERCOBAAN KARYAWAN**

**Pasal 5**  
**Penerimaan Karyawan**

1. Perusahaan akan mempekerjakan individu yang memenuhi kriteria dan kualifikasi yang ditetapkan Perusahaan dan berpengalaman yang cocok bagi setiap jabatan. Perusahaan sepenuhnya berhak menentukan prosedur seleksi yang akan diterapkan dan melakukan seleksi serta mengambil keputusan penerimaan.
2. Proses seleksi dapat mencakup tes kemampuan, penilaian atas pengalaman kerja sebelumnya, kualifikasi akademik, referensi, wawancara perorangan, dan pemeriksaan kesehatan. Apabila calon karyawan diminta untuk melalui pemeriksaan kesehatan, pemeriksaan kesehatan tersebut akan dilakukan oleh rumah sakit yang telah ditunjuk oleh Perusahaan.
3. Perusahaan berhak dan memiliki wewenang penuh untuk menolak atau menerima calon karyawan.

**Pasal 6**  
**Status Karyawan**

1. **Status Karyawan:** ditentukan dari jenis hubungan kerja antara Perusahaan dan Karyawan, yang disetujui oleh pihak Perusahaan dan Karyawan yang bersangkutan, yaitu:
  - a. **Karyawan Tetap** ialah Karyawan yang diperkerjakan oleh Perusahaan untuk jangka waktu tidak tertentu berdasarkan pada Perjanjian Kerja Waktu Tidak Tertentu (PKWTT).
  - b. **Karyawan Waktu Tertentu** ialah Karyawan yang diperkerjakan oleh Perusahaan untuk jangka waktu tertentu untuk melakukan pekerjaan tipe tertentu yang bersifat sementara. Syarat-syarat dan kondisi-kondisi pekerjaan Karyawan Waktu Tertentu diatur dalam Perjanjian Kerja Waktu Tertentu (PKWT).
  - c. **Karyawan Harian Lepas** ialah Karyawan yang diperkerjakan oleh Perusahaan untuk melakukan suatu pekerjaan tertentu dan dapat berubah-ubah dalam hal waktu

**CHAPTER III**  
**EMPLOYEE RECRUITMENT, STATUS**  
**AND PROBATION PERIOD**

**Article 5**  
**Employee Recruitment**

1. The Company shall recruit individuals who meet the criteria and qualifications determined by the Company and meet the required experience for each position. The Company reserves the sole right to determine selection procedures to be applied and to make selection and hire decisions.
2. The selection process may include aptitude test, review of work experiences, academic qualifications, references, personal interviews, and medical check examination. If candidates are requested to undergo a medical examination, it shall be conducted by a hospital appointed by the Company.
3. The Company has the right and full authority to reject or accept the hiring of an employee candidate.

**Article 6**  
**Employee Status**

1. **Employee status** shall be determined from the type of work relationship between the Company and Employee, approved by the Company and the respective Employee.
  - a. **Indefinite Period Employee** is an employee who is employed by the Company for an indefinite period based on an Indefinite Period Employment Agreement (PKWTT).
  - b. **Definite Period Employee** is an employee who is employed by the Company for a definite period of time to perform certain types of work that are temporary in nature. The terms and conditions of employment of a Definite Period Employee are provided in the relevant Definite Period Employment Agreement (PKWT).
  - c. **Casual Worker** is engaged by the Company to perform certain types of work that may vary in terms of the work time and the volume and paid based on

maupun volume pekerjaan dan dibayarkan atas dasar kehadiran Karyawan secara harian. Syarat-syarat dan kondisi-kondisi pekerjaan Karyawan Harian Lepas diatur tersendiri.

2. Karyawan menduduki golongan sesuai dengan bidang pekerjaan, kompetensi, dan pelaksanaan pekerjaannya.

#### **Pasal 7 Masa Percobaan**

1. Semua Karyawan Tetap akan menjalani masa percobaan selama 3 (tiga) bulan terhitung sejak tanggal mereka mulai bekerja. Hal ini bertujuan untuk menilai kemampuan kerja dan adaptasi individu yang bersangkutan.
2. Selama masa percobaan baik Perusahaan maupun Karyawan dapat mengakhiri hubungan kerja tanpa syarat dan kewajiban terhadap masing-masing pihak.
3. Setelah berhasil menyelesaikan masa percobaan, Karyawan yang bersangkutan akan dikonfirmasi sebagai Karyawan Tetap.
4. Perusahaan tidak wajib untuk memberikan uang pemutusan hubungan kerja kepada Karyawan, dan Karyawan juga tidak wajib membayar kompensasi kepada Perusahaan, apabila hubungan kerja diputuskan selama masa percobaan. Namun demikian, Perusahaan akan membayarkan gaji Karyawan sampai dengan hari terakhir Karyawan bekerja, serta pembayaran lainnya yang mungkin telah disepakati berdasarkan perjanjian kerja terkait. Jika Perusahaan yang memprakarsai pemutusan hubungan kerja selama masa percobaan, Perusahaan juga akan membayarkan uang transportasi Karyawan untuk kembali ke tempat penerimaan Karyawan yang bersangkutan (tidak termasuk tanggungannya).

attendance. The terms and conditions of work of a casual worker are regulated separately.

2. Employees shall be graded in line with their scopes of work, competencies, and work performance.

#### **Article 7 Probation Period**

1. All Indefinite Period Employees are subject to a probation period of 3 (three) months at the beginning of their employment relationship. This is intended to assess the work and adaptation capabilities of relevant individual.
2. During the probation period, either the Company or the Employee may terminate the employment relationship without any conditions and obligations to the other party.
3. Upon successful completion of the probation period, the Employee shall be confirmed as an Indefinite Period Employees.
4. The Company shall not be obliged to provide any termination payment to the Employee, and the Employee shall not be obliged to pay compensation to the Company where employment is terminated within the probation period. However, the Company shall provide the Employee's salary up until the Employee's last day of work, as well as any other payments that may have been agreed under the relevant employment agreement. If the Company initiates the termination of employment during the probation period, the Company shall also cover the transportation cost of the Employee to return to the location of hire (not included his/her dependents).

**BAB IV**  
**WAKTU KERJA DAN KERJA LEMBUR**

**Pasal 8**  
**Waktu Kerja**

1. Waktu kerja biasa adalah 8 (delapan) jam sehari dan 40 (empat puluh) jam seminggu terdiri dari 5 (lima) hari kerja.
2. Karyawan akan diberitahu sekurang-kurangnya 30 (tiga puluh) hari sebelumnya dalam hal ada perubahan jadwal kerja.
3. Waktu yang dihabiskan untuk perjalanan menuju dan dari tempat kerja tidak dihitung sebagai jam kerja yang dijalani kecuali perjalanan yang memerlukan waktu 24 (dua puluh empat) jam atau lebih akan dianggap sebagai waktu kerja.
4. Setiap Karyawan wajib menaati hari kerja dan waktu kerja sesuai dengan yang telah ditetapkan baginya oleh Perusahaan. Karyawan Non-Staff wajib mengisi *time-sheet* secara benar dan mendapatkan persetujuan atasan dan Kepala Departemen lebih dulu untuk perhitungan jam kerja dan kelebihan jam kerja normal sebelum dikirim ke Bagian Payroll. Kegagalan memenuhi ketentuan ini menyebabkan tertundanya upah Karyawan yang bersangkutan pada bulan terkait.

**Pasal 9**  
**Kerja Lembur**

1. Kerja lembur dilakukan oleh Karyawan pada jam diluar jam kerja biasa atau selama jam istirahat mingguan dan/atau pada hari libur resmi.
2. Pengaturan kerja lembur merupakan hak dan wewenang Perusahaan melalui atasan Karyawan yang bersangkutan berdasarkan kebutuhan pekerjaan yang diberikan melalui perintah kerja lembur di luar jadwal kerja yang telah ditentukan dan tidak bersifat otomatis.
3. Karyawan Staff tidak memenuhi syarat untuk menerima upah lembur walau bekerja di luar jam kerja reguler (biasa) atau selama waktu istirahat/waktu istirahat mingguan dan atau libur resmi. Gaji Karyawan Staff menunjukkan suatu remunerasi yang mencakup seluruh pekerjaan yang dilakukan oleh Karyawan Staff, baik selama maupun di luar waktu kerja normal.

**CHAPTER IV**  
**WORKING HOURS AND OVERTIME**

**Article 8**  
**Working Hours**

1. Normal working hours shall be 8 (eight) hours a day and 40 (forty) hours a week, consisting of 5 (five) working days.
2. Employees shall be advised at least 30 (thirty) days in advance of any changes to work schedule.
3. Hours spent for travel to and from the workplace shall not be calculated as hours worked except travel requiring 24 (twentyfour) hours or more shall be considered worked hours.
4. Each Employee is required to observe working days and working hours as scheduled by the Company. Non-Staff Employees are obliged to fill out time sheet properly and have it approved by their supervisor and the Department Head in order to record normal hours and extra ours worked before being submitted to Payroll Section. Failure to comply with these requirements shall result in the delay of relevant Employee's salary for the said month.

**Article 9**  
**Overtime**

1. Overtime work is work performed by an Employee beyond regular work schedule or work performed during rest hours/weekly rest days and/or on public holidays.
2. Overtime work arrangement shall be the sole right and authority of the Company, based on relevant Employees' supervisor, issued via an overtime request beyond normal work schedule and shall not be automatic.
3. Staff Employees do not qualify for overtime payment although they work beyond their regular work schedule or work performed during rest hours/weekly rest days and/or on public holidays. The Staff Employee's salary reflects a remuneration covering all work performed by the Staff Employee including during and outside the normal

- working hours.
4. Perjalanan dinas tidak dihitung sebagai lembur walau dilakukan di luar jam kerja normal, kecuali supir Perusahaan yang ditugaskan untuk mengemudikan mobil kantor selama melakukan perjalanan dinas tersebut.
  5. Waktu yang digunakan untuk mengikuti training dan pendidikan tidak dianggap sebagai lembur.
  6. Waktu kerja lembur apabila diperlukan dan disetujui oleh Atasan hanya dapat dilakukan paling banyak 3 (tiga) jam dalam 1 (satu) hari dan 14 (empat belas) jam dalam 1 (satu) minggu.
  7. Besar upah lembur diperhitungkan berdasarkan Keputusan Menteri Tenaga Kerja dan Transmigrasi No. 102/MEN/VI/2004 tentang Waktu Kerja Lembur dan Upah Kerja Lembur sebagai berikut:
    - a. Dilakukan pada hari-hari biasa:
      - Jam pertama : 1,5 x upah per jam
      - Jam-jam berikutnya : 2 x upah per jam.
    - b. Besar upah lembur yang dilakukan pada hari hari istirahat mingguan atau hari libur resmi:
      - Dalam batas 8 jam: 2 x upah per jam.
      - 9 dan 10 jam: 3 x upah per jam.
      - Diatas 11 jam: 4 x upah per jam.
  8. Perhitungan upah lembur per jam adalah sebagai berikut:
    - Karyawan bulanan : 1/173 x upah sebulan
  9. Waktu perjalanan yang diperlukan untuk pergi ke dan pulang dari tempat kerja tidak dihitung sebagai jam kerja lembur.
  10. Jika tugas pekerjaan mengharuskan Karyawan tersebut untuk bekerja melebihi jam kerja yang diizinkan pada minggu tersebut agar pekerjaan dapat diselesaikan dengan memuaskan, dan keadaan-keadaan demikian tidak boleh terjadi terus-menerus dan harus dibatasi sekecil mungkin.
4. Business travel time shall not count as overtime although such travel is made beyond normal work hour, except for Company driver who is assigned to drive a company's car during such time.
  5. Time spent attending training and education is not considered as overtime.
  6. Overtime if required and approved by Supervisor shall only be exercised at the maximum 3 (three) hours in 1 (one) day and 14 (fourteen) hours in 1 (one) week.
  7. Overtime pay shall be calculated based on Minister of Manpower and Transmigration Decree No. 102/MEN/VI/2004 on Overtime Work and Overtime Pay as follows:
    - a. When overtime is worked on normal days:
      - First hour : 1.5 x hourly wage
      - Succeeding hours: 2 x hourly wage
    - b. When overtime is worked on weekly off day or official public holiday:
      - Within 8 hours: 2 x hourly rate of wage
      - 9th and 10th hours: 3 x hourly rate of wage
      - Above 11th hours: 4 x hourly rate
  8. The calculation of overtime rates of pay shall be as follows:
    - Monthly rated employees: 1/173 x monthly wage
  9. Time needed to travel to and from workplace is not regarded as time worked for overtime purpose.
  10. Where work duties require the Employee to work in excess of the maximum permitted hours for the week in order to satisfactorily complete his/her duties, and such circumstances must not occur continuously and should be restricted to an absolute minimum.

11. Kerja lembur yang dilakukan kurang dari setengah jam tidak diperhitungkan dan kerja lembur yang dilakukan selama setengah jam atau lebih akan dibulatkan ke satuan-setengah jam yang terdekat.
  12. Batas total waktu kerja lembur adalah didasarkan pada peraturan ketenagakerjaan yang berlaku dan demi keselamatan dan kesehatan kerja, waktu kerja lembur diikuti dengan waktu istirahat secukupnya.
  13. Jika ada perubahan pada ketentuan dan peraturan perundangan mengenai lembur dan upah lembur, maka ketentuan baru tersebut yang akan berlaku.
11. Overtime performed less than half an hour shall be disregarded and for half an hour or more is to be rounded to the nearest half hour.
  12. The limit of total overtime shall be based on the prevailing manpower regulations and, for the sake of work health and safety, overtime work shall be followed by sufficient rest time.
  13. If there are any changes to the provisions of laws and regulations regarding overtime and overtime pay, this new provision shall prevail.

**BAB V**  
**KETENTUAN LIBUR DAN CUTI**

**Pasal 10**  
**Hari Libur**

Setiap hari libur resmi, Karyawan tidak diwajibkan untuk bekerja, kecuali disebabkan oleh sifat pekerjaannya yang khusus dan masuk dalam jadwal kerja sesuai perintah dan kebijakan Perusahaan

**Pasal 11**  
**Hak Cuti/Istirahat Tahunan**

1. Karyawan yang telah bekerja setidaknya 12 (dua belas) bulan berturut-turut berhak mendapat istirahat tahunan 12 (dua belas) hari kerja dengan gaji penuh.
2. Karyawan yang masa kerjanya kurang dari 1 (satu) tahun, jatah cutinya akan di pro-rata.
3. Hari libur resmi yang jatuh pada masa cuti akan ditambahkan pada masa cuti.
4. Permohonan cuti harus diajukan oleh Karyawan yang bersangkutan 14 (empat belas) hari sebelum tanggal dimulainya cuti.
5. Istirahat tahunan baru dapat dilakukan setelah permohonan disetujui oleh manajer langsung Karyawan.
6. Istirahat tahunan dapat ditangguhkan maksimum untuk jangka waktu 1 (satu) tahun dengan persetujuan Kepala Sumber Daya Manusia terlebih dahulu. Jumlah hari hak cuti yang terkumpul termasuk cuti tahunan yang ditangguhkan dari tahun sebelumnya dan hak cuti tahunan untuk tahun berjalan tidak boleh lebih dari 14 (empat belas) hari.
7. Jumlah cuti yang melebihi 14 (empat belas) hari dalam tahun berjalan akan hangus. Karyawan tidak berhak atas kompensasi atas cuti tahunan yang sudah hangus yang melebihi 14 (empat belas) hari.
8. Karyawan yang terpaksa dirawat dirumah sakit karena menderita sakit, pada waktu ia melakukan cuti, berhak mendapat cuti pengganti yang lamanya disesuaikan dengan jangka waktu dia dirawat di rumah sakit setelah adanya keterangan yang sah dari rumah sakit dan dokter yang

**CHAPTER V**  
**HOLIDAYS AND LEAVE ENTITLEMENT**

**Article 10**  
**Holidays**

Public Holidays shall not require employees to work, except due to nature of job requiring employees to work as scheduled at request of the Company.

**Article 11**  
**Annual Leave**

1. An Employee who has worked at least 12 (twelve) months consecutively shall be entitled to a 12 (twelve) days annual leave with full pay.
2. Employees who have less than one complete year of service, the annual leave entitlement will be pro-rated.
3. An official public holiday which falls within the leave period shall be added to the leave period.
4. An application for leave must be submitted by the Employee at least 14 (fourteen) days before the commencement of the leave.
5. Annual leave may be taken only after the application has been approved by the Employee's direct manager.
6. Annual leave may be deferred for 1 (one) year maximum and only with prior approval of the Head of Human Resources. Total leave days including the accrual of deferred annual leave from the previous year and the annual leave entitlement for the current year must not exceed 14 (fourteen) days.
7. Any number of total leave days exceeding 14 (fourteen) in a current year shall be forfeit. Employee shall not be entitled to any compensation to the forfeited days of annual leave that exceeds 14 (fourteen) days.
8. An Employee who is hospitalized during leave shall be entitled to replacement leave, in which the replacement shall equal the number of days in hospital, after he/she submits a valid statement issued by the hospital and doctor that provides the

merawatnya dan persetujuan Perusahaan.

treatment and subject to approval of Company.

## **Pasal 12 Cuti dan Istirahat Lain-Lain**

## **Article 12 Other Leaves**

### **1. Istirahat Melahirkan**

- a. Karyawan wanita yang akan melahirkan berhak menerima istirahat melahirkan, selama 3 (tiga) bulan kalender dengan pembayaran gaji penuh.
- b. Istirahat kelahiran yang lamanya 3 (tiga) bulan dapat diambil atas 1½ (satu setengah) bulan sebelum dan 1½ (satu setengah) bulan sesudah kelahiran. Waktu permulaan istirahat didasarkan kepada pendapat dokter atau perhitungan waktu yang wajar. Permohonan cuti hamil harus disampaikan oleh Karyawan setidaknya 30 (tiga puluh) hari sebelum hari pertama cuti melahirkan yang diharapkan untuk memungkinkan pengaturan untuk alokasi pekerjaan yang tepat

### **1. Maternity Leave**

- a. A female Employee who is expecting childbirth shall be entitled to a maternity leave of 3 (three) months on full pay.
- b. The 3 (three) months maternity leave can be taken by 1½ (one and a half) months before and 1½ (one and a half) months after the delivery. The commencement of leave shall be based on the advice of a physician. Application for maternity leave must be submitted by the Employee at least 30 (thirty) days before the expected first day of maternity leave to allow arrangement for proper work allocation.

### **2. Istirahat Keguguran**

Karyawan wanita yang mengalami keguguran, berhak mendapat istirahat sampai 1½ (satu setengah) bulan kalender dengan gaji normal dibayar penuh, apabila istirahat sedemikian dinyatakan perlu oleh dokter yang ditunjuk Perusahaan.

### **2. Miscarriage Leave**

A female employee who experiences a miscarriage shall be entitled up to 1½ (one month and half) months leave on full pay should such rest be necessary as certified by a doctor appointed by the Company.

### **3. Istirahat Haid**

Karyawan wanita yang sedang haid dapat diberikan Cuti Haid dengan upah apabila ia menderita sakit pada hari pertama dan kedua dari siklus masa haidnya. Dalam hal tersebut Karyawan wajib memberitahukan atasannya mengenai perlunya cuti tersebut.

### **3. Menstruation Leave**

A female Employee may be granted leave with pay if she suffers illness on the first and second day of her menstrual cycle. In such cases the Employee is obliged to advise her supervisor of her requirement for leave.

### **4. Absen Karena Sakit**

- a. Karyawan yang berhalangan kerja karena sakit dan dibuktikan dengan surat keterangan dokter yang ditunjuk Perusahaan, berhak atas istirahat dengan dibayar sesuai dengan tabel berikut:

### **4. Absence Due to Illnes**

- a. An Employee who is unable to work due to illness shall be entitled to leave after obtaining written certificate from a doctor appointed by the Company with pay as per table below:

<b>Istirahat Sakit / Sick Leave</b>	<b>Pembayaran Gaji Bulanan / Payment of Monthly Wage</b>
4 (empat) bulan pertama / <i>1<sup>st</sup> four (4) months</i>	100%
4 (empat) bulan kedua / <i>2<sup>nd</sup> four (4) months</i>	75%
4 (empat) bulan ketiga / <i>3<sup>rd</sup> four (4) months</i>	50%
Untuk setiap bulan berikutnya sebelum pemutusan hubungan kerja / <i>For each subsequent month before termination of employment</i>	25%

b. Apabila sakit selama lebih dari 12 (dua belas) bulan dan berdasarkan rekomendasi tertulis dari dokter yang ditunjuk Perusahaan, Karyawan dinyatakan tidak dapat melakukan pekerjaan seperti biasa, hubungan kerja Karyawan yang bersangkutan dapat diputuskan sesuai dengan peraturan perundang-undangan ketenagakerjaan yang berlaku.

b. If the length of illness exceeds 12 (twelve) months and based on written recommendation of the Company appointed doctor, an Employee is declared ill and unable to perform work as normal, the said Employee may be terminated based on the prevailing labor laws and regulations.

### **Pasal 13 Izin Meninggalkan Pekerjaan**

1. Setiap Karyawan dapat diberi izin tidak masuk kerja atau meninggalkan pekerjaan untuk sementara, dengan gaji penuh pada waktu ia mengalami hal-hal sebagai berikut:

### **Article 13 Permit to Leave Work**

1. Each Employee can be permitted not to report to work or leave work temporarily with full pay upon the occurrence of the following events:

<b>Kejadian / Events</b>	<b>Hari / Days</b>
a. Perkawinan Karyawan sendiri / <i>Employee's own marriage</i>	3
b. Perkawinan anak Karyawan / <i>Marriage of Employee's child</i>	2
c. Kematian suami/istri, anak, orang tua, mertua, dan saudara kakak saudara sekandung / <i>Death of Employee's spouse, child, parent, parents in law, sibling.</i>	2
d. Kelahiran anak Karyawan / <i>Birth of Employee's child</i>	2
e. Khitanan atau pembaptisan anak Karyawan / <i>Circumcision or baptism of Employee's child</i>	2
f. Kematian anggota keluarga yang tinggal dalam satu rumah dengan Karyawan / <i>Death of one Employee's family residing at the same house with Employee</i>	2

2. Karyawan harus memperoleh izin terlebih dahulu dari Perusahaan sebelum meninggalkan pekerjaan untuk sementara atau tidak masuk kerja, kecuali dalam hal kematian seperti tersebut pada Ayat 1c, dan Karyawan tidak mempunyai kesempatan untuk minta izin sebelumnya kepada Perusahaan.

2. Before leaving work temporarily or being absent from work, an Employee must obtain prior permission from the Company, except in the event of death of a family member as described in paragraph 1 c and the Employee is unable to request permission from the Company before hand.

3. Izin meninggalkan pekerjaan untuk sementara atau tidak masuk kerja dengan gaji atau tanpa gaji dapat juga diberikan untuk kepentingan lain, selain daripada yang tercantum dalam Ayat 1 dan Ayat 2 Pasal ini, atas kebijaksanaan Perusahaan.

3. Permission to leave work temporarily or to be absent from work with or without pay may also be given for reasons other than those specified in paragraph 1 of this Article, at the discretion of the Company.

4. a. Untuk Karyawan yang menunaikan ibadah haji, Perusahaan dapat memberikan izin dengan gaji penuh asalkan Karyawan telah bekerja untuk Perusahaan setidaknya selama 1 (satu) tahun terus-menerus.
  - b. Seluruh biaya yang timbul untuk perjalanan ibadah haji ditanggung oleh Karyawan sendiri.
  - c. Jumlah hari cuti yang dibayar yang diberikan kepada Karyawan untuk menunaikan ibadah Haji harus sesuai dengan jangka waktu yang diperlukan untuk menyelesaikan ibadah haji sesuai dengan program yang diambil oleh Karyawan. Dalam hal apapun, jumlah maksimum cuti yang dibayar tidak boleh melebihi 40 (empat puluh) hari atau sesuai waktu yang diperlukan untuk menunaikan ibadah Haji berdasarkan program yang diambil Karyawan. Karyawan diwajibkan untuk memberikan dokumentasi pendukung untuk mengkonfirmasi jangka waktu yang diperlukan untuk Karyawan untuk melaksanakan ibadah Haji.
  - d. Karyawan wajib menyampaikan cuti untuk menunaikan Ibadah Haji sekurang-kurangnya 16 (enam belas) minggu sebelum tanggal keberangkatan.
  - e. Kesempatan untuk menunaikan ibadah Haji dengan dibayar penuh sebagaimana diatur dalam Pasal 13 ayat 4 hanya berlaku 1 (satu) kali selama masa kerja Karyawan dengan Perusahaan. Apabila Karyawan berkeinginan kembali untuk menunaikan Ibadah Haji, Karyawan harus menggunakan hak cuti tahunannya. Jika cuti tahunannya tidak mencukupi, maka Karyawan dapat mengajukan permohonan cuti tanpa dibayar.
4. a. The Company may grant leave with full pay for an Employees to go on Hajj pilgrimage provided that the Employee has been working for the Company for at least 1 (one) year continuously.
  - b. All expenses incurred for the Hajj pilgrimage shall be borne by the Employee.
  - c. The number of days of paid leave granted for an Employee to go on Hajj pilgrimage shall be in accordance with the period necessary to complete the Hajj pilgrimage according to the program taken by the Employee. In any event, the maximum period of paid leave shall not exceed 40 (forty) days or the applicable period necessary to perform Hajj pilgrimage based on the program taken by the Employee. Employees are required to present supporting documentation confirming the necessary period for the Employee to perform the Hajj pilgrimage.
  - d. Employees are required to apply for the leave to go on Hajj pilgrimage not less than 16 (sixteen) weeks before the departure date.
  - e. The opportunity to go on Hajj pilgrimage with salary fully paid as provided under this paragraph 4 of Article 13 shall occur only once during the Employee's employment with the Company. If the Employee wishes to go on another Hajj pilgrimage, the Employee must utilize his/her annual leave entitlement. If the number of annual leave entitlement is not sufficient, the Employee may apply for unpaid leave.
5. Tidak masuk kerja tanpa alasan yang dapat diterima oleh Perusahaan atau tanpa izin dari Perusahaan akan berakibat pada pengurangan gaji sesuai dengan jumlah hari absen, dan juga tindakan disiplin sesuai dengan Peraturan Perusahaan.
  5. Employees' absence from work without acceptable reasons or Company approvals shall result in salary deduction in line with days of absenteeism, and also in disciplinary actions in line with the Company Regulation.

**BAB VI  
PENGUPAHAN**

**Pasal 14  
Upah dan Pajak Penghasilan**

1. Karyawan diberikan upah pokok menurut skala upah pokok di Perusahaan. Karyawan menduduki jabatan yang sesuai dengan klasifikasi dalam skala upah pokok
2. Gaji harus diperlakukan dengan rahasia dan hanya untuk penggunaan internal saja.
3. Upah dibayarkan kepada Karyawan setiap tanggal 25 (dua puluh lima) setiap bulannya atau hari kerja terdekat dengan tanggal tersebut melalui transfer bank ke rekening Karyawan.
4. Perusahaan akan memotong Pajak Penghasilan (PPH 21) dan iuran untuk program jaminan sosial yang diselenggarakan oleh Badan Penyelenggara Jaminan Sosial terkait yang harus dibayar oleh Karyawan dari gaji kotor Karyawan sebagaimana diharuskan berdasarkan peraturan yang berlaku.

**Pasal 15  
Tunjangan**

**1. Tunjangan Hari Raya Keagamaan**

Sekali dalam setahun Perusahaan akan memberikan Tunjangan Hari Raya Keagamaan (THR) sesuai ketentuan Peraturan Menteri Ketenagakerjaan No. 6 Tahun 2016 tentang Tunjangan Hari Raya Keagamaan kepada seluruh Karyawan, yang telah bekerja secara terus-menerus sebagai berikut:

- a. Karyawan yang mempunyai masa kerja selama 1 (satu) bulan atau lebih berhak mendapatkan Tunjangan Hari Raya Keagamaan. Pembayaran akan diberikan 7 (tujuh) hari sebelum hari raya keagamaan berlangsung. Tunjangan Hari Raya Keagamaan akan dibayarkan kepada karyawan secara bersamaan pada hari raya Lebaran.
- b. Bagi Karyawan yang telah bekerja selama 12 (dua belas) bulan atau lebih akan diberi Tunjangan Hari Raya Keagamaan sebesar 1 (satu) bulan upah pokok ditambah dengan

**CHAPTER VI  
REMUNERATION**

**Article 14  
Remuneration and Income Tax**

1. Employees shall be paid by base salary in accordance with Company's base salary scales. Each employee shall occupy a position that fit into base salary scale classification.
2. Salary shall be treated confidential for use of internal only.
3. Salary shall be paid to Employees on every 25<sup>th</sup> (twenty fifth) day of the month or the closest business date to that date to the Employee's bank account via wire transfer.
4. Company shall deduct Income Taxes (PPH 21) and contributions for the social security programs administered by the relevant Social Security Organizing Agencies which are payable by the Employee from the Employee's gross salary as required by the prevailing regulations.

**Article 15  
Allowances**

**1. Religious Holiday Allowance**

The Company shall pay once each year a Religious Holiday Allowance in accordance with the provisions of Minister of Employment Regulation No. 6 of 2016 on Religious Holiday Allowance to all Employees who have continuously worked as follows:

- a. Employees with a service period of 1 (one) month or more shall be eligible for Religious Holiday Allowance. This payment shall be made 7 (seven) days prior to the relevant religious holiday. Religious Holiday Allowance shall be paid to all employees on Eid Al Fitr.
- b. Employees with a service period of 12 (twelve) months or more shall be eligible for 1 (one) month base salary plus fixed allowance(s) (if any).

tunjangan tetap (jika ada).

- c. Bagi Karyawan yang telah bekerja 1 (satu) bulan tetapi kurang dari 12 (dua belas) bulan akan diberikan Tunjangan Hari Raya Keagamaan secara prorata.
  - d. Apabila pemutusan hubungan kerja Karyawan terjadi dalam waktu 30 (tiga puluh) hari sebelum hari raya keagamaan terkait dari seorang Karyawan, Perusahaan akan membayarkan hak Karyawan atas Tunjangan Hari Raya Keagamaan, asalkan Karyawan telah bekerja selama lebih dari 1 (satu) bulan bagi Perusahaan.
- c. Employees with a service period of 1 (one) month but less than 12 (twelve) months shall be eligible for Religious Holiday Allowance on a prorata basis.
  - d. If the termination of an Employee takes place within 30 (thirty) days prior to the relevant religious holiday of an Employee, the Company will pay the Employee's entitlement to the Religious Holiday Allowance, provided that the Employee has worked for more than 1 (one) month for the Company.

#### **Pasal 16 Upah Minimum**

Gaji pokok terendah tidak akan kurang dari upah minimum yang telah ditentukan oleh Pemerintah.

#### **Pasal 17 Peninjauan Upah**

1. Perusahaan akan menetapkan struktur pengupahan yang sesuai dengan struktur organisasi dan pola kerja Perusahaan. Berdasarkan pertimbangan perkembangan bisnis, Perusahaan berhak untuk mengubah struktur pengupahan ini.
2. Penetapan dan penyesuaian upah diatur oleh Perusahaan berdasarkan latar belakang pendidikan, pengalaman, kecakapan/ketrampilan, jabatan, nilai pekerjaan, tanggung jawab, prestasi kerja karyawan.
3. Penilaian kinerja akan ditinjau oleh Perusahaan setahun sekali sebelum bulan April. Kenaikan upah akan dipertimbangkan atas dasar, diantaranya, kinerja perseorangan, kemampuan Perusahaan dan kondisi perekonomian.

#### **Article 16 Minimum Wages**

The lowest base salary shall not be less than the minimum wage as determined by the Government.

#### **Article 17 Wage Review**

1. The Company shall implement a wage structure that is appropriate to the Company's organizational structure and mode of operation. In response to business development, the Company reserves the right to modify this wage structure.
2. Salary shall be reviewed and determined by the Company based on education background, experience, skill/competency, responsibility, job values, and performance of an employee.
3. Performance review shall be conducted by the Company once a year before the month of April. Any increase shall be considered based on, among other things, the individual performance, Company's performance, and economic condition

**BAB VII  
MANFAAT KARYAWAN**

**Pasal 18  
Perawatan Kesehatan Karyawan**

1. Ketentuan-ketentuan tentang pengobatan dan perawatan kesehatan berikut akan berlaku:
  - a. Pengobatan dan perawatan harus dilakukan di pusat kesehatan atau rumah sakit yang disetujui oleh Perusahaan. Akan tetapi pengobatan dan perawatan dalam keadaan darurat di mana persetujuan terlebih dahulu tidak dapat diperoleh dapat dipertimbangkan.
  - b. Pengobatan dan perawatan harus dilakukan di tempat oleh praktisi medis umum yang sudah disetujui dengan persetujuan Perusahaan.
  - c. Pengobatan dan perawatan medis yang diberikan oleh dokter spesialis harus berdasarkan rekomendasi dari dokter umum setelah Karyawan mendapat persetujuan Perusahaan terlebih dahulu untuk pengobatan dan perawatan khusus tersebut.
  - d. Pengobatan dan perawatan medis dapat dilakukan di rumah sakit yang ditunjuk Perusahaan.
  - e. Untuk pengobatan dan perawatan medis untuk Karyawan yang telah menikah (baik pria maupun wanita), jika berlaku, penggantian biaya untuk pengobatan dan perawatan tersebut diberikan bagi Karyawan yang bersangkutan dan keluarga tanggungannya. Penggantian biaya hanya akan diberikan sesuai dengan kebijakan dan prosedur yang berlaku di Perusahaan.
  - f. Pengobatan gigi terbatas pada penambalan, pencabutan, dan tindakan medis lainnya yang perlu sebagai pengobatan terhadap penyakit yang berkaitan dengan gigi. Biaya gigi palsu, penambalan atau tatakan dengan emas dan pengobatan orthodontist tidak akan memperoleh penggantian biaya. Apabila Karyawan yang sedang dalam melakukan pekerjaan mengalami kecelakaan sehingga yang bersangkutan harus menggunakan gigi palsu, biaya pembuatan gigi palsu tersebut akan menjadi tanggungan Perusahaan.

**CHAPTER VII  
EMPLOYEE BENEFITS**

**Article 18  
Employee Health Care**

1. The following rules on medical treatment and health care shall apply:
  - a. Medical treatment and care must be done at a health centre or hospital approved by the Company. However, in case of emergency where prior approval could not be obtained, treatment and care at other places can be considered.
  - b. Medical treatment and care must be done by a general practitioner approved by the Company.
  - c. Medical treatment and care by a specialist must be upon the recommendation from a general practitioner, after the Employee has obtained prior approval of the Company for such special treatment and care.
  - d. Medical treatment and care may be made at hospital appointed by the Company.
  - e. For medical treatment and care for married Employees (male or female), if applicable, reimbursement of expenses shall be made for the medical treatment and care of the Employee herself/himself, and her/his dependents. Reimbursements of expenses shall only be made in accordance with the applicable policies and procedure in the Company.
  - f. Dental treatment is limited to fillings, extraction, and other required medical action to treat dental-related illness. The costs for false teeth, gold fillings or inlays or orthodontic treatment shall not be reimbursed. If an Employee in the course of his/her work suffers an accident that results in his/her using false teeth, such expenses shall be borne by the Company.

2. Rawat Jalan, dan Rawat Inap
  - a. Manfaat untuk rawat jalan diberikan kepada Karyawan dan Tanggungan yang sah sesuai ketentuan polis asuransi tersebut melalui suatu Program Asuransi Kesehatan.
  - b. Manfaat rawat inap juga diberikan untuk Karyawan dan Tanggungan yang sah sesuai ketentuan polis asuransi tersebut melalui suatu Program Asuransi Kesehatan.
  - c. Lingkup asuransi baik untuk rawat jalan, maupun rawat inap tidak meliputi semua jenis perawatan dan Perusahaan berhak menolak klaim yang digolongkan di luar lingkup polis asuransi tersebut.
  - d. Perusahaan tidak memberikan manfaat kesehatan/ perawatan rumah sakit untuk luka-luka yang sengaja dilakukan bagi Karyawan sendiri.

3. Bantuan Kelahiran:

Manfaat berkaitan dengan kelahiran dicakup dalam Program Asuransi Kesehatan.

4. Perawatan Kecelakaan Kerja

Perawatan kesehatan untuk kecelakaan kerja diberikan sesuai ketentuan program jaminan sosial yang diselenggarakan oleh Badan Penyelenggara Jaminan Sosial terkait. Evakuasi darurat diberikan sesuai dengan program evakuasi medis Perusahaan.

5. Pemeriksaan Kesehatan Berkala

Karyawan akan mendapatkan pemeriksaan kesehatan berkala sekali dalam satu tahun atas biaya Perusahaan.

**Pasal 19  
Perjalanan Dinas**

1. Perjalanan dinas ke propinsi lainnya harus memperoleh persetujuan dari Direktur.

2. Outpatient Treatment, and Hospitalization

- a. Benefits for outpatient treatment shall be provided for Employees and their authorized Dependants as stipulated in the insurance policy through a Healthcare Insurance Program.
- b. Hospitalization benefit (inpatient treatment) shall also be provided for Employees and their authorized Dependants as stipulated in the insurance policy through a Healthcare Insurance Program.
- c. Both the outpatient treatment and the hospitalization insurance coverage are not all inclusive and the Company reserves the right to reject any claim classified as exclusion under the insurance policy.
- d. The Company shall not provide medical/hospital benefits for treatments of Employee's intentional self-inflicted injuries.

3. Childbirth Assistance:

Benefits related to childbirth assistance shall be covered under Healthcare Insurance Program.

4. Work place Accident Treatment

Medical care for work place accident shall comply with the regulations on the social security program administered by the relevant Social Security Organizing Agency. Emergency evacuation shall be provided in accordance with the Company's medical evacuation plan.

5. Periodic Medical Checkup

Employees shall receive a periodic medical checkup once in a year at the Company's expenses.

**Article 19  
Business Travel**

1. Business travel to other provinces must be authorized by the Director.

2. Seluruh perjalanan dinas harus sesuai dengan kebijakan pengeluaran/perjalanan Perusahaan.

**Pasal 20**  
**Jaminan Sosial**

1. Sesuai dengan ketentuan Undang-Undang No. 24 Tahun 2011 tentang Badan Penyelenggara Jaminan Sosial, Perusahaan akan mengikutsertakan Karyawan dalam program jaminan sosial sebagai berikut:
  - a) jaminan sosial ketenagakerjaan, yang diselenggarakan oleh Badan Penyelenggara Jaminan Sosial Ketenagakerjaan ("**BPJS Ketenagakerjaan**"), yang meliputi Jaminan Hari Tua (JHT), Jaminan Kecelakaan Kerja (JKK), Jaminan Kematian (JK) dan Jaminan Pensiun (JP); dan
  - b) program jaminan kesehatan yang diselenggarakan oleh Badan Penyelenggara Jaminan Sosial Kesehatan ("**BPJS Kesehatan**").
2. Karyawan akan membayar sebagian dari premi untuk program JHT dan JP yang diselenggarakan oleh BPJS Ketenagakerjaan dan program jaminan kesehatan yang diselenggarakan oleh BPJS Kesehatan sesuai dengan peraturan perundang-undangan yang berlaku. Perusahaan akan memotong jumlah premi untuk program JHT dan program JP dari upah Karyawan untuk disetorkan kepada BPJS Ketenagakerjaan atas nama Karyawan. Perusahaan juga akan memotong jumlah premi untuk program jaminan kesehatan dari upah Karyawan untuk disetorkan kepada BPJS Kesehatan atas nama Karyawan.

2. All business travels must be in accordance with the Company's expense/travel policy.

**Article 20**  
**Social Security**

1. In accordance with Law No. 24 of 2011 on Social Security Organizing Agency, the Company will enroll the Employee in the following social security programs:
  - a) workers social security, administered by Manpower Social Security Organizing Agency ("**BPJS Manpower**") covering Old Age Security (JHT), Occupational Accident Security (JKK), Death Security (JK) and Pension Security (JP) programs; and
  - b) health security program administered by Health Social Security Organizing Agency ("**BPJS Health**")
2. The Employee will pay part of the premium for the JHT and JP program administered by BPJS Manpower and the health security program administered by BPJS Health according to the prevailing laws and regulations. The Company will deduct the amount of premium for the JHT and JP programs from the Employee's salary to be endorsed to BPJS Manpower on his/her behalf. The Company will also deduct the amount of premium for the health security program from the Employee's salary to be endorsed to BPJS Health on his/her behalf.

**BAB VIII  
DATA PRIBADI KARYAWAN**

**Pasal 21  
Data Pribadi Karyawan**

Karyawan dengan ini memberikan kewenangan kepada Perusahaan untuk:

- a. mengumpulkan, memproses, menyimpan dan menjaga Data Pribadi Karyawan;
- b. mengungkapkan Data Pribadi Karyawan yang berkaitan dengan hubungan kerja Karyawan dengan dan yang disimpan oleh Perusahaan kepada afiliasi dari Perusahaan di seluruh dunia dan kepada pihak ketiga lainnya, apabila pengungkapan Data Pribadi Karyawan tersebut dibutuhkan untuk memenuhi kewajiban Perusahaan dan/atau untuk memastikan terpenuhinya hak-hak Karyawan. Pengungkapan Data Pribadi Karyawan ini akan dilakukan sesuai ketentuan peraturan perundang-undangan yang berlaku; dan
- c. secara umum tetap memproses Data Pribadi Karyawan dengan memperhatikan ketentuan peraturan perundang-undangan yang berlaku.

Karyawan berhak untuk mengakses Data Pribadi Karyawan sendiri dan memberitahukan perubahan-perubahan yang ada dan perlu kepada Perusahaan.

Untuk keperluan Pasal 21 ini, “**Data Pribadi Karyawan**” meliputi namun tidak terbatas pada contoh-contoh berikut:

- a. data mengenai identitas, alamat rumah, nomor telepon rumah, alamat email dan informasi kontak Karyawan lainnya;
- b. data mengenai jabatan, tugas, remunerasi, manfaat, evaluasi kinerja dan data yang berkaitan dengan hubungan kerja dan pekerjaan Karyawan; dan
- c. informasi mengenai kondisi kesehatan Karyawan serta anggota keluarganya.

**CHAPTER VIII  
EMPLOYEE PERSONAL DATA**

**Article 21  
Employee Personal Data**

The Employee hereby grants the authority for the Company to:

- a. collect, process, store and preserve the Employee Personal Data;
- b. divulge the Employee Personal Data which are related to the Employee’s employment relationship with the Company and which are kept by the Company to the affiliates of the Company and to other third parties, if the divulge of the Employee Personal Data is necessary to fulfil the obligations of the Company and/or ensure the fulfilment of the Employee’s rights. The divulge of the Employee Personal Data shall be conducted in accordance with the prevailing laws and regulations; and
- c. in general way, proceed with the processing of Employee Personal Data, in compliance with the prevailing laws and regulations.

The Employee has the right to access his/her own Employee Personal Data and to inform any existing and necessary changes to the Company.

For the purpose of this Article 21, “**Employee Personal Data**” include, but are not limited to the following examples:

- a. data on the Employee’s identity, home address, home telephone number, email address and other contact information of the Employee;
- b. data on the title, duties, remuneration, benefits, performance evaluation and data related to the employment relationship and the work of the Employee; and
- c. information on the health condition of the Employee and his/her family members.

**BAB IX  
TATA TERTIB PERUSAHAAN**

**Pasal 22  
Tata Tertib Kerja**

Tata tertib kerja Perusahaan merupakan filosofi kerja di Perusahaan dan harus dipatuhi oleh seluruh Karyawan di tempat kerja.

1. Karyawan wajib memelihara ketertiban kerja dan usaha, mematuhi semua ketentuan Perusahaan serta menjaga sikap saling menghormati tanpa memandang latar belakang suku, agama, ras dan antar golongan (SARA), kebangsaan dan budaya.
2. Disiplin kerja merupakan faktor penting dalam menciptakan lingkungan kerja yang kondusif dan sehat.
3. Karyawan dan orang-orang yang diijinkan oleh Perusahaan untuk berada di tempat kerja atau lingkungan Perusahaan wajib menggunakan Kartu Identitas Perusahaan.
4. Karyawan wajib bekerja sesuai dengan tugas dan tanggung jawab, serta jadwal kerja yang telah ditetapkan, dan melaksanakan pekerjaannya dan mematuhi instruksi lisan maupun tertulis yang diberikan oleh atasannya.
5. Karyawan diwajibkan kembali ke tempat kerja setelah cuti atau melakukan perjalanan lain yang disetujui oleh Perusahaan sesuai dengan tanggal kembali kerja.
6. Atasan bertanggungjawab dalam mewujudkan dan mengembangkan sikap disiplin karyawannya di tempat kerja yang menjadi tanggungjawabnya dalam rangka memelihara dan meningkatkan efisiensi, efektivitas, dan produktivitas kerja.
7. Karena kebutuhan operasional, Perusahaan berhak mengalihutugaskan Karyawannya dalam satu departemen, antar departemen, dan/atau antar lokasi kerja. Karyawan yang akan dialihutugaskan akan diberikan pemberitahuan atas pemindahan kerjanya.
8. Karyawan harus jujur dan setia kepada Perusahaan dengan memberikan pencitraan positif mengenai Perusahaan kepada masyarakat sekitar dan pihak luar lainnya.

**CHAPTER IX  
COMPANY CODE OF CONDUCT**

**Article 22  
Code of Conduct**

The Company's code of conduct is considered as the philosophy of working in the Company and should be observed by all Employees at the work location.

1. Employees shall maintain work and business order, comply with all Company provisions, and maintain attitude of mutual respect regardless of ethnicity, religion, race, and societal group (SARA), nationality and culture.
2. Work discipline shall constitute as an important factor in promoting conducive and healthy work environment.
3. Employees and persons authorized to stay at work place or Company premises shall wear Company ID badges.
4. Employees shall work according to duties and responsibilities, and specified work schedule, perform their work and comply with instructions both verbal and written provided by their supervisor.
5. Employees shall return to work places from leave and other trips approved by Company according to the return date.
6. Supervisors shall be responsible to carry out and promote work discipline attitude of their employees at work places of their supervision and responsibility within the framework of maintaining and enhancing efficiency, effectiveness, and productivity.
7. On the basis of operational needs, Company has authority to re-assign its Employees inter department, intra departments, and and/or inter locations. Employees who are re-assigned will be given notice of their re-assignment.
8. Employees shall be honest and loyal to the Company by representing positive image of the Company in the community and other external parties.

9. Karyawan dilarang memberi atau menerima suap berupa uang, barang, ataupun jasa.
  10. Karyawan dilarang melakukan tindak kekerasan, mengancam, mengintimidasi, berkelahi, menyerang, atau pelanggaran hukum lainnya di tempat kerja atau di lingkungan Perusahaan.
  11. Karyawan dilarang mengambil barang dan/atau membawa barang milik teman sekerja atau milik Perusahaan di lingkungan kerja atau keluar area kerja tanpa persetujuan dari pihak yang berwenang.
  12. Karyawan dilarang melakukan dan/atau terlibat dalam kegiatan politik di tempat kerja.
  13. Dilarang melakukan pencurian dan/atau melakukan penggelapan.
  14. Karyawan dilarang melakukan ancaman dan/atau penganiayaan terhadap atasan atau teman sekerja dan/atau anggota keluarganya.
  15. Bersengkongkol dengan seorang manajer atau teman sekerja atau anggota keluarga manajer dan atau teman sekerja untuk melakukan hal yang melanggar hukum adalah tindakan yang dilarang.
  16. Karyawan harus menjunjung lingkungan kerja yang positif, sehat, bebas pelecehan dan aman.
  17. Karyawan wajib melaporkan setiap penyimpangan terhadap Tata Tertib Kerja baik oleh dirinya sendiri maupun oleh orang lain.
  18. Karyawan wajib melaporkan pelanggaran yang benar terjadi maupun yang diduga terjadi segera setelah Karyawan mengetahuinya. Laporan dapat dilakukan kepada atasan atau manajer langsung Karyawan atau kepada tim kepatuhan (*compliance team*). Pelanggaran atau insiden dapat menyangkut permasalahan operasional dan kerugian yang timbul dari proses-proses internal yang tidak memadai atau yang gagal terpenuhi atau dari kejadian-kejadian eksternal seperti penipuan, keselamatan tempat kerja dll, permasalahan finansial, permasalahan sistem atau teknologi, permasalahan peraturan atau hukum, permasalahan manajemen, permasalahan kontraktual atau permasalahan kepatuhan internal.
9. Employees shall not provide nor receive bribes in the form of money, goods, or services.
  10. Employees shall not commit in any act of violence, threat, instigation, fighting, assault or breach of laws at work places or in the Company premises.
  11. Employees shall not remove and/or take our properties of co-worker or Company in or outside Company premises without approval of authorized persons.
  12. Employees shall not be allowed to conduct and/or be involved in any political activities at work location.
  13. Theft and/or embezzlement are prohibited.
  14. Employees shall be forbidden to threat and/ or assault a manager or colleague and/ or a member of their families.
  15. Conspiracy with a manager or colleague or a member of a manager's family and/or colleague to perform an illegal act is prohibited.
  16. Employees shall promote a positive, healthy, harassment free and safe working environment.
  17. Employees shall report any departure from the Code of Conduct by themselves or others.
  18. Employees shall report actual or suspected breaches as soon as they become aware of it. The reports can be made to their supervisor or manager or directly to the compliance team. The breach or incident may involve operational issues and losses resulting from inadequate or failed internal processes or from external events such as frauds, workplace safety etc., financial issues, systems or technological issues, regulatory or legal issues, management issues, contractual issues or internal compliance issues.

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| <p>19. Karyawan wajib mengemukakan keprihatinan yang sungguh-sungguh terhadap kemungkinan adanya ketidakpantasan dalam hal pelaporan keuangan dan pelanggaran-pelanggaran lainnya pada kesempatan yang sesegera mungkin, dan dengan cara yang pantas.</p> <p>20. Karyawan wajib memastikan bahwa orang yang menyampaikan atau membantu orang lain dalam menyampaikan suatu laporan mengenai pelanggaran Tata Tertib Kerja dilindungi dari tindakan pembalasan.</p> <p>21. Karyawan wajib menjalankan tugas-tugasnya secara profesional, kompeten dan bertanggung jawab, sambil juga mencari kesempatan yang wajar untuk memajukan pengetahuan dan keterampilannya termasuk melalui partisipasi dalam program pengembangan profesional yang relevan.</p> | <p>19. Employees shall raise genuine concerns about possible improprieties in matters of financial reporting and other malpractices at the earliest opportunity, and in an appropriate way.</p> <p>20. Employees shall ensure that the person who makes or assists someone to make, a report concerning a violation of the Code of Conduct is protected from retribution.</p> <p>21. Employees shall carry out their duties in a professional, competent and conscientious manner, while seeking suitable opportunities to improve their knowledge and skills, including through participation in relevant professional development programs.</p> |
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**Pasal 23**  
**Prosedur Disiplin**

1. Semua Karyawan diharapkan untuk menegakkan standar disiplin yang tinggi di tempat kerja. Standar disiplin akan dibuat dengan jelas untuk memastikan bahwa Karyawan sepenuhnya memahami ekspektasi yang perlu dicapai di tempat kerja.
2. Karyawan yang melanggar standard disiplin tersebut akan dikenakan tindakan disipliner sesuai Peraturan Perusahaan dan peraturan perundang-undangan yang berlaku.
3. Tindakan disipliner dirancang untuk mencapai tujuan-tujuan berikut ini:
  - a. Mengatur dan menerapkan sistem hubungan industrial demi terciptanya hasil kerja yang produktif dan lingkungan kerja yang kondusif.
  - b. Mendorong kinerja dan mendidik Karyawan yang melakukan pelanggaran ke arah yang lebih baik dan positif untuk mencegah terulangnya pelanggaran.
  - c. Menggalakan keselamatan dan mengurangi resiko kerugian atau gangguan terhadap kehidupan Karyawan.

**Article 23**  
**Disciplinary Procedure**

1. High standards of workplace discipline are expected to enforce for all Employees. Discipline standards shall be clearly defined to ensure that Employees fully understand expectations within the workplace.
2. Employees who fail to observe the discipline standards shall be subject to disciplinary actions in line with the Company Regulation and prevailing labor legislations.
3. Disciplinary actions shall be designed to achieve the following objectives:
  - a. Regulate and implement industrial relations system to create a climate of a productive work results and condusive work environment.
  - b. Encourage employee's performance and behaviour and educate offending employee in the direction of improved and positive behaviour in order to prevent from reoccurrence of infractions.
  - c. Promote safety and to minimize the threat of loss or disruption to employees' livelihood.

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| <p>d. Mengamankan investasi Perusahaan dan memastikan diterapkannya praktek bisnis yang efisien.</p> <p>e. Mengamankan para pelanggar yang telah berulang kali melakukan pelanggaran demi terjaganya lingkungan kerja yang aman dan kondusif.</p>  | <p>d. Safeguard the Company's investment and ensure that efficient business practices are followed.</p> <p>e. Remove repeated offenders from the workplace to maintain safe and condusive work environtment.</p>     |
| <p>4. Semua arsip Karyawan yang berkaitan dengan pelanggaran disiplin, termasuk pelanggaran keselamatan kerja dan kehadiran, akan dijadikan bahan pertimbangan di dalam proses promosi Karyawan. Arsip-arsip tersebut bisa mencakup semua surat peringatan baik yang masih berlaku maupun yang sebelumnya.</p> | <p>4. All Employee records relating to infringements of discipline, including safety and attendance shall taken into account in employee's promotion. The records may include current as well as prior warnings.</p> |
| <p>5. Promosi mungkin tidak akan dipertimbangkan bagi Karyawan yang telah menerima peringatan disipliner dalam segala bentuk yang masih berlaku.</p>   | <p>5. Promotion may not be considered for Employees who have received disciplinary warnings of any kind that are still valid.</p>  |

**Pasal 24**  
**Kategori Pelanggaran Disiplin**

Tindakan disipliner dikelompokkan menjadi 3 (tiga) kategori yaitu **Pelanggaran Ringan, Sedang, Pelanggaran Dengan Alasan Mendesak.**

1. **Pelanggaran Ringan** adalah perbuatan atau tingkah laku yang dilakukan sehubungan dengan adanya pelanggaran ringan dan/atau tanda-tanda awal kinerja yang buruk.
2. **Pelanggaran Sedang** adalah perbuatan atau tingkah laku yang dilakukan sehubungan dengan adanya pelanggaran menengah dan/atau pelanggaran ringan yang akumulatif.
3. **Pelanggaran Dengan Alasan Mendesak** adalah perbuatan atau tingkah laku yang dilakukan sehubungan dengan adanya pelanggaran serius dan/atau pelanggaran ringan atau sedang yang akumulatif yang merugikan Perusahaan.

**Pasal 25**  
**Tabel Tindakan Disipliner**

1. Tabel Tindakan Disiplin disusun sebagai pedoman bagi Perusahaan untuk menerapkan tindakan disiplin agar memenuhi asas keadilan, konsistensi, dan obyektifitas serta untuk mematuhi peraturan perundang-undangan ketenagakerjaan yang berlaku.

**Article 24**  
**Category of Disciplinary Actions**

Disciplinary actions are divided into 3 (three) categories, **Minor, Medium, and violations that are Urgent Reasons.**

1. **Minor Violation** is an action or behaviour committed with regard to a minor violation and/or initial signs of poor performance.
2. **Medium Violation** is action or behaviour committed with regard to a medium violation and/or accumulative minor violations.
3. **Violations that are Urgent Reasons** is an action or behavior committed with regard to serious violation and/or accumulative minor or medium violations that disadvantage Company.

**Article 25**  
**Disciplinary Actions Table**

1. The Disciplinary Actions Table is arranged for use as a guideline for the Company in establishing disciplinary actions to meet justice, consistency, and objective principles and to comply with the prevailing labor laws.

2. Penerapan tindakan disiplin menuruti prinsip akumulatif, sampai ke tingkat Pemutusan Hubungan Kerja, apabila tindakan disipliner sebelumnya masih berlaku, dengan memperhatikan peraturan perundang-undangan yang berlaku.

2. The establishment of disciplinary actions shall adhere to the accumulataive principle up to termination of employment level, if the previous disciplinary action is still effective with due observance of the prevailing laws and regulations.

**Pasal 26**  
**Tabel Tindakan Disiplin Pelanggaran Ringan**

**Article 26**  
**Disciplinary Action Table Minor Violations**

Ayat/ Clause	Pelanggaran Ringan/ Minor Violations	Surat Peringatan / Warning Letter				PHK Termination
		Lisan Verbal	I	II	III	
<b>Disiplin Tata Tertib Kerja/Work Discipline Regulations</b>						
26.1	Terlambat masuk kerja tanpa alasan yang sah/ <i>Incidental lateness in reporting to work without acceptable reasons.</i>	Ke 1 <i>1st</i>	Ke 2 <i>2nd</i>	Ke 3 <i>3rd</i>	Ke 4 <i>4th</i>	Ke 5 <i>5th</i>
26.2	Tidak masuk kerja tanpa ijin dari atasan/ <i>Absent from work without permission from the supervisor.</i>	Ke 1 <i>1st</i>	Ke 2 <i>2nd</i>	Ke 3 <i>3rd</i>	Ke 4 <i>4th</i>	Ke 5 <i>5th</i>
26.3	Meninggalkan pekerjaan dalam jam kerja tanpa ijin atasan/ <i>Leave work during working hours without permission from the supervisor</i>	Ke 1 <i>1st</i>	Ke 2 <i>2nd</i>	Ke 3 <i>3rd</i>	Ke 4 <i>4th</i>	Ke 5 <i>5th</i>
26.4	Perbuatan yang tidak menyenangkan/ bertindak kasar dan/atau tidak sopan di lingkungan Perusahaan/ <i>Indecent behaviours/acting rudely and/or offending in Company premises</i>	Ke 1 <i>1st</i>	Ke 2 <i>2nd</i>	Ke 3 <i>3rd</i>	Ke 4 <i>4th</i>	Ke 5 <i>5th</i>
26.5	Mengungkapkan upah dan penghasilan kepada pihak-pihak yang tidak berwenang/ <i>Disclosure of wage and earnings to unauthorized parties</i>	Ke 1 <i>1st</i>	Ke 2 <i>2nd</i>	Ke 3 <i>3rd</i>	Ke 4 <i>4th</i>	Ke 5 <i>5th</i>
26.6	Membujuk dan membantu Karyawan dalam melakukan pelanggaran-pelanggaran di atas/ <i>Incite and help Employees to commit any of the above offenses.</i>	Ke 1 <i>1st</i>	Ke 2 <i>2nd</i>	Ke 3 <i>3rd</i>	Ke 4 <i>4th</i>	Ke 5 <i>5th</i>
<b>Keamanan dan Ketertiban/Security and Order</b>						
26.11	Tidak melaporkan setiap kejadian yang diketahuinya yang berhubungan dengan masalah keamanan dan ketertiban yang terjadi di lingkungan Perusahaan/ <i>Does not report any incident related to security and order occurring</i>	Ke 1 <i>1st</i>	Ke 2 <i>2nd</i>	Ke 3 <i>3rd</i>	Ke 4 <i>4th</i>	Ke 5 <i>5th</i>

*in the Company premises.*

**Pasal 27**

**Tabel Tindakan Disipliner Pelanggaran Sedang**

**Article 27**

**Disciplinary Action Table Medium Violations**

Ayat Clause	Pelanggaran Sedang Medium Violations	Surat Peringatan Warning Letter				PHK Termination
		Lisan Verbal	I	II	III	
<b>Disiplin Tata Tertib Kerja/Work Discipline Regulations</b>						
27.1	Tidur pada waktu jam kerja/ <i>Sleep at work</i>		Ke 1 <i>1st</i>	Ke 2 <i>2nd</i>	Ke 3 <i>3rd</i>	ke 4 <i>4th</i>
27.2	Terlambat kembali dari cuti tanpa persetujuan perpanjangan dan/atau alasan yang dapat diterima selama 2 (dua) hari/ <i>Late return from leave without extending permission and/or for unacceptable reasons for 2 (two) days.</i>		Ke 1 <i>1st</i>	Ke 2 <i>2nd</i>	Ke 3 <i>3rd</i>	Ke 4 <i>4th</i>
27.3	Tidak melindungi, memelihara atau menjaga barang milik Perusahaan yang berada dalam tanggung jawabnya sehingga mengakibatkan kerusakan / <i>Fail to protect, care for, or maintain Company property under his/her responsibility causing damage.</i>		Ke 1 <i>1st</i>	Ke 2 <i>2nd</i>	Ke 3 <i>3rd</i>	Ke 4 <i>4th</i>
27.4	Tidak melaporkan kerusakan peralatan dan/barang milik Perusahaan yang berada dalam tanggungjawabnya/ <i>Fail to report damage of Company equipment and/or goods under his/her responsibility</i>		Ke 1 <i>1st</i>	Ke 2 <i>2nd</i>	Ke 3 <i>3rd</i>	Ke 4 <i>4th</i>
27.5	Menolak perintah atau penugasan pekerjaan yang diberikan oleh atasan tanpa alasan yang dapat diterima/ <i>Refuse to carry out an instruction or work assigned without unacceptable reasons</i>		Ke 1 <i>1st</i>	Ke 2 <i>2nd</i>	Ke 3 <i>3rd</i>	Ke 4 <i>4th</i>
27.6	Tidak memenuhi panggilan Perusahaan secara tertulis untuk proses penyelidikan dan pemeriksaan/ <i>Fail to respond to Company's written summon for investigation.</i>		Ke1 <i>1st</i>	Ke 2 <i>2nd</i>	Ke 3 <i>3rd</i>	Ke 4 <i>4th</i>
27.7	Membawa minuman beralkohol di tempat kerja atau di lingkungan Perusahaan/ <i>Bring alcoholic beverages to the workplace or Company's premises.</i>		Ke 1 <i>1st</i>	Ke 2 <i>2nd</i>	Ke 3 <i>3rd</i>	Ke 4 <i>4th</i>
27.8	Tidak menjalankan fungsi dan/atau kewajibannya berkenaan dengan penerapan prosedur tindakan disiplin yang berlaku/ <i>Fail to carry out function and/or duties with regard to the implementation of</i>		Ke 1	Ke 2	Ke 3	Ke 4

Ayat Clause	Pelanggaran Sedang Medium Violations	Surat Peringatan Warning Letter				PHK Termination
		Lisan Verbal	I	II	III	
	<i>the prevailing disciplinary action procedures</i>		<i>1st</i>	<i>2nd</i>	<i>3rd</i>	<i>4th</i>
<b>Keamanan dan Ketertiban/Security and Order</b>						
27.9	Bertindak kasar, melecehkan, berbicara kotor, memberi isyarat yang tidak senonoh sehingga mengganggu orang lain dan/atau lawan jenis di lingkungan Perusahaan/ <i>Act rudely, harass, speak foul language, or make rude gestures which disturb other people and/or the opposite gender in the Company premises.</i>		Ke 1 <i>1st</i>	Ke 2 <i>2nd</i>	Ke 3 <i>3rd</i>	Ke 4 <i>4th</i>
27.10	Terlambat kembali dari cuti tanpa persetujuan perpanjangan dan/atau alasan yang dapat diterima/ <i>Return late from leave without extending permission and/or for unacceptable reasons:</i>  - Terlambat/ <i>late</i> 3 hari/ <i>days</i>  - Terlambat/ <i>late</i> 4 hari/ <i>days</i>			Ke 1 <i>1st</i>	Ke 2 <i>2nd</i>	Ke 3 <i>3rd</i>
				Ke 1 <i>1st</i>	Ke 2 <i>2nd</i>	

**Pasal 28**  
**Tabel Tindakan Disipliner Pelanggaran Dengan Alasan Mendesak**

**Article 28**  
**Disciplinary Action Table Violations that are Urgent Reasons**

Ayat Clause	Pelanggaran Dengan Alasan Mendesak Violations that are Urgent Reasons	Surat Peringatan Warning Letter				PHK Termination
		Lisan Verbal	I	II	III	
<b>Disiplin Tata Tertib Kerja/Work</b>						
28.1	Menyalahgunakan jabatan dan/atau wewenangnya untuk kepentingan diri sendiri, orang lain atau kelompoknya sehingga merugikan Perusahaan/ <i>Misuse title and/or authority for his/her own interest or the interest of other people or group that may cause loss to the Company</i>				Ke 1 <i>1st</i>	Ke 2 <i>2nd</i>
28.2	Mengambil dan/atau menyembunyikan sedemikian rupa dengan maksud memiliki barang dan/atau uang milik Perusahaan atau milik orang lain di dalam Perusahaan atau pihak lain yang memiliki hubungan atau mempunyai kepentingan dalam bentuk apapun dengan Perusahaan/ <i>Taking and/or hiding any way with the intention of owning goods and/or money belonging to the Company or those belonging to any person within</i>					Diproses atas dasar alasan mendesak / <i>Processed on the basis of urgent reason</i>

Ayat Clause	Pelanggaran Dengan Alasan Mendesak Violations that are Urgent Reasons	Surat Peringatan Warning Letter				PHK Termination
		Lisan Verbal	I	II	III	
	<i>the Company or any other parties having relationships or dealings of any forms with the Company.</i>					
28.3	Memindahkan barang atau properti milik Perusahaan dari tempatnya dengan tujuan memiliki barang atau properti tersebut secara melawan hukum/ <i>Removing any goods and properties of the Company from their proper place with the intention or purpose of unlawfully possessing those goods and properties.</i>					Diproses atas dasar alasan mendesak / <i>Processed on the basis of urgent reason</i>
28.4	Secara langsung atau tidak langsung (yaitu, melalui anggota keluarga Karyawan atau orang lain) menerima hadiah, pembayaran/tip atau keuntungan-keuntungan lainnya dari pelanggan, klien atau pemasok Perusahaan, di mana hadiah, pembayaran/tip atau keuntungan-keuntungan tersebut diberikan atau ditawarkan untuk mempengaruhi keputusan bisnis seseorang di dalam Perusahaan/ <i>Directly or indirectly (i.e. through a family member of the Employee or any other person) accepting gifts, gratuities or advantages from customers and suppliers of Company or any other parties with whom the Company have established business relationships, when such gifts, gratuities or advantages are given or offered to influence a business decision of any person within the Company.</i>					Diproses atas dasar alasan mendesak / <i>Processed on the basis of urgent reason</i>
28.5	Secara ceroboh atau dengan sengaja tidak melaporkan kepada atasannya atau pihak yang berwenang di Perusahaan setiap hadiah, pembayaran/tip atau keuntungan-keuntungan lainnya atau setiap penawaran setiap hadiah, pembayaran/tip atau keuntungan-keuntungan dari pelanggan dan pemasok Perusahaan atau pihak lainnya yang telah mempunyai hubungan bisnis dengan Perusahaan, termasuk apabila hadiah, pembayaran/tip atau keuntungan-keuntungan atau setiap penawaran setiap hadiah, pembayaran/tip atau keuntungan-keuntungan diberikan kepada seorang anggota keluarga Karyawan/ <i>Negligently or intentionally failing to report to the Employee's supervisor any gifts, gratuities, advantages or any offer of gifts, gratuities or advantages from customers and suppliers of the Company or any other parties with whom the Company have established business relationships,</i>					Diproses atas dasar alasan mendesak / <i>Processed on the basis of urgent reason</i>

Ayat Clause	Pelanggaran Dengan Alasan Mendesak Violations that are Urgent Reasons	Surat Peringatan Warning Letter				PHK Termination
		Lisan Verbal	I	II	III	
	<i>including when such gifts, gratuities, advantages or any offer of such gifts, gratuities or advantages are made to a member of the Employee's family.</i>					
28.6	Menawarkan, memberikan, meminta, menerima, baik langsung maupun tidak langsung, setiap bentuk bujukan yang tidak sah atau apapun yang memiliki nilai dimana penawaran, pemberian, permintaan atau penerima tersebut ditujukan untuk mempengaruhi keputusan seseorang, di dalam maupun di luar Perusahaan, atau yang dapat ditafsirkan sebagai suatu suap, <i>kickback</i> atau transaksi yang dapat dipertanyakan, atau untuk dapat menerima barang, jasa atau manfaat lainnya sebagai penggantinya/ <i>Offering, giving, soliciting or receiving, either directly or indirectly, any form of improper or illegal inducements or anything of value when such offer, gift, solicitation or receipt is for the purpose of influencing a decision of any person, within or outside the Company or which could be construed as a bribe, kickback or any other questionable transaction, or for the purpose of receiving goods, services, or any other benefit in return.</i>					Diproses atas dasar alasan mendesak / <i>Processed on the basis of urgent reason</i>
28.7	Memberikan informasi yang tidak benar, termasuk namun tidak terbatas pada Data Pribadi Karyawan/ <i>Providing false or falsified information, including without limitation with respect to the Employee Personal Data.</i>					Diproses atas dasar alasan mendesak / <i>Processed on the basis of urgent reason</i>
28.8	Mengakses tanpa izin yang tepat Data Pribadi Karyawan dari Karyawan lain dengan maksud menyalahgunakan aspek apapun dari Data Pribadi Karyawan tersebut untuk keuntungan pribadi Karyawan/ <i>Accessing without proper authorization the Employee Personal Data of another Employee with the intention of misusing or abusing any aspect of such Employee Personal Data for the personal benefit of the Employee.</i>					Diproses atas dasar alasan mendesak / <i>Processed on the basis of urgent reason</i>
<b>Keamanan dan Ketertiban/Security and Order</b>						
28.9	Berada di bawah pengaruh alkohol, bahan yang memabukkan, atau obat terlarang, narkotika, psikotropika atau bahan-bahan lain yang dapat					Diproses atas dasar alasan

Ayat Clause	Pelanggaran Dengan Alasan Mendesak Violations that are Urgent Reasons	Surat Peringatan Warning Letter				PHK Termination
		Lisan Verbal	I	II	III	
	menimbulkan ketergantungan selama bekerja di lingkungan Perusahaan atau lokasi lainnya di mana Karyawan harus melaksanakan pekerjaannya atau saat mengemudikan kendaraan apapun atau saat menggunakan atau mengoperasikan mesin atau peralatan selama atau diluar pelaksanaan kegiatan Perusahaan/ <i>Being under the influence of alcohol, an intoxicant, or an illegal drug, narcotic, psychotropic or other addictive substance while working within the premises of the Company or at any other location where the Employee needs to perform his/her work or while driving any vehicle or while using or operating any machine or equipment during or outside the course of activities of the Company.</i>					mendesak / <i>Processed on the basis of urgent reason</i>
28.10	Mempunyai, memiliki, menjual, memberikan, mengedarkan atau mendistribusikan suatu bahan yang memabukkan, atau obat terlarang, narkotika, psikotropika atau bahan-bahan lain yang menimbulkan ketergantungan, atau sumber-sumber dari suatu bahan yang memabukkan, atau obat terlarang, narkotika, psikotropika atau bahan-bahan lain yang menimbulkan ketergantungan kepada Karyawan lain atau siapapun juga/ <i>Having, possessing, selling, giving, circulating or distributing an intoxicant, or an illegal drug, narcotic, psychotropic or other addictive substance or sources of an intoxicant, or an illegal drug, narcotic, psychotropic or other addictive substance to other Employees or to anyone else.</i>					Diproses atas dasar alasan mendesak / <i>Processed on the basis of urgent reason</i>
28.11	Menggunakan atau memiliki alkohol tanpa izin selama waktu kerja/ <i>Using or possessing alcohol without authorization during working hours.</i>					Diproses atas dasar alasan mendesak / <i>Processed on the basis of urgent reason</i>
28.12	Melakukan perbuatan asusila di lingkungan kerja/ <i>Committing immoral acts within work premises.</i>					Diproses atas dasar alasan mendesak / <i>Processed on the basis of urgent reason</i>

Ayat Clause	Pelanggaran Dengan Alasan Mendesak Violations that are Urgent Reasons	Surat Peringatan Warning Letter				PHK Termination
		Lisan Verbal	I	II	III	
28.13	Dengan ceroboh atau karena sengaja membiarkan Karyawan lain atau atasan langsung maupun tidak langsung dalam keadaan bahaya/ <i>Negligently or intentionally leaving other Employees or his/her direct or indirect supervisor in dangerous situation.</i>					Diproses atas dasar alasan mendesak / <i>Processed on the basis of urgent reason</i>
28.14	Secara fisik maupun psikologis menyerang atau mengintimidasi Karyawan lain serta atasan langsungnya/ <i>Physically or psychologically attacking or intimidating other employees and his/her direct or indirect supervisor.</i>					Diproses atas dasar alasan mendesak / <i>Processed on the basis of urgent reason</i>
28.15	Dengan ceroboh atau dengan sengaja merusak atau membiarkan dalam keadaan berbahaya setiap barang milik Perusahaan, atau milik orang lain di dalam Perusahaan atau pihak-pihak lainnya yang mempunyai hubungan dalam bentuk apapun dengan Perusahaan/ <i>Negligently or intentionally damaging or leaving in dangerous situation any goods belonging to the Company, or those belonging to any person within the Company or any other parties having relationships or dealings of any forms with the Company.</i>					Diproses atas dasar alasan mendesak / <i>Processed on the basis of urgent reason</i>
28.16	Secara langsung tidak langsung tanpa izin yang tepat/ <i>Directly or indirectly without proper authorization:</i> <ul style="list-style-type: none"> <li>• menggunakan untuk tujuan dan manfaat pribadi Karyawan atau untuk kepentingan orang, perusahaan, badan usaha atau organisasi lain / <i>use for the Employee's own purposes and benefits or those of any other person, company, business entity or other organization;</i> atau/or</li> <li>• mengungkapkan kepada pihak, perusahaan, badan usaha atau organisasi lainnya / <i>disclose to any person, company, business entity or other organization;</i></li> </ul>					Diproses atas dasar alasan mendesak / <i>Processed on the basis of urgent reason</i>

Ayat Clause	Pelanggaran Dengan Alasan Mendesak Violations that are Urgent Reasons	Surat Peringatan Warning Letter				PHK Termination
		Lisan Verbal	I	II	III	
	<p>setiap merek dagang atau hal lain yang dilindungi oleh hak atas kekayaan intelektual dalam bentuk apapun di wilayah hukum manapun, atau informasi yang bersifat rahasia yang berhubungan dengan atau yang dimiliki oleh Perusahaan, termasuk namun tidak terbatas pada setiap informasi terkait dengan pelanggan, daftar pelanggan atau persyaratan atau cara berhadapan dengan pelanggan, pemasok, daftar pemasok atau ketentuan-ketentuan mengenai cara menghadapi pemasok, struktur harga, <i>marketing</i>, dan informasi penjualan, rencana bisnis atau transaksi, Karyawan atau pejabat, informasi keuangan, rekening dan rencana, desain, formula, lini produk, prototype, jasa, kegiatan penelitian, kode asal (<i>source codes</i>) dan sistem computer, piranti lunak, informasi teknis, setiap dokumen yang ditandai "Rahasia" (atau yang serupa) atau setiap informasi yang telah diberitahukan kepada Karyawan sebagai rahasia atau yang dapat diduga dengan wajar oleh Karyawan akan dianggap sebagai suatu hal yang bersifat rahasia oleh Perusahaan, atau setiap informasi yang diberikan kepada Perusahaan atas dasar kepercayaan oleh pelanggan, klien, pemasok dan orang lain/ <i>any trade secrets or other matters protected by any form of intellectual property rights in any jurisdictions or any confidential information relating to or belonging to the Company, including but not limited to any such information relating to customers, customer lists or requirements or ways of dealing with customers, suppliers, supplier lists or requirements or ways of dealing with suppliers, pricing structures, marketing and sales information, business plans or dealings, Employees or officers, financial information, accounts and plans, designs, formulae, product lines, prototypes, services, research activities, source codes and computer systems, software, technical information, any document marked "Confidential" (or with a similar expression), or any information which the Employee has been told is confidential or which the Employee might reasonably expect the Company would regard as confidential, or any information which has been given to the Company in confidence by customers, clients, suppliers and other persons.</i></p>					
28.17	Dengan ceroboh atau sengaja tidak mengungkapkan kepada Perusahaan seluruh pekerjaan, penemuan dan setiap bentuk lainnya yang timbul dari pekerjaan atau penemuan tersebut					Diproses atas dasar alasan mendesak /

Ayat Clause	Pelanggaran Dengan Alasan Mendesak Violations that are Urgent Reasons	Surat Peringatan Warning Letter				PHK Termination
		Lisan Verbal	I	II	III	
	<p>yang /<i>Negligently or intentionally failing to disclose to the Company all works, inventions and any other forms resulting from those works or inventions which:</i></p> <ul style="list-style-type: none"> <li>• berkaitan baik secara langsung atau pun tidak langsung dengan kegiatan Perusahaan/ <i>are related either directly or indirectly to the activities of the Company;</i></li> <li>• dapat dilindungi oleh bentuk apapun dari hak atas kekayaan intelektual di wilayah hukum manapun/ <i>may be subject to the protection under any forms of intellectual property rights in any jurisdiction;</i> dan/and</li> <li>• yang dirancang, dibuat, diciptakan, berasal, diperoleh, ditulis, disempurnakan, diperbaiki atau ditemukan oleh Karyawan baik sendirian atau bersama dengan lainnya selama bekerja untuk Perusahaan dan/atau dengan menggunakan sumber daya dan fasilitas yang disediakan oleh Perusahaan kepada Karyawan/ <i>are designed, made, created, originated, conceived, written, perfected, improved or discovered by the Employee either on his/her own or together with others while under the employment of the Company and/or using resources and facilities provided by the Company to the Employee.</i></li> </ul>					<i>Processed on the basis of urgent reason</i>
28.18	<p>Melakukan tindakan lainnya di lingkungan kerja yang dapat menyebabkan kerugian materiil terhadap Perusahaan, termasuk namun tidak terbatas pada, ketidakmampuan Perusahaan dalam melanjutkan kegiatannya secara legal di Indonesia/ <i>Committing other acts within work premises which may cause direct material losses on the Company, including without limitation, the inability of the Company in continuing its activities legally in Indonesia.</i></p>					Diproses atas dasar alasan mendesak / <i>Processed on the basis of urgent reason</i>

**BAB X  
ADMINISTRASI TINDAKAN DISIPLINER**

**Pasal 29  
Tujuan**

1. Administrasi tindakan disipliner bertujuan mendokumentasikan catatan disipliner Karyawan untuk mengetahui dan memantau ketentuan-ketentuan tindakan disiplin yang berlaku, serta sebagai referensi dalam membuat analisis industrial untuk rekomendasi program pelatihan dan pembinaan.
2. Catatan terinci atas setiap pelanggaran disiplin, dugaan pelanggaran dan surat peringatan yang telah dikeluarkan akan diarsipkan. Berkas ini akan menjadi bagian dari Arsip Pribadi Karyawan yang bersifat rahasia.
3. Karyawan yang sedang menjalani masa tindakan disipliner tidak disertakan dalam proses kenaikan gaji dan/atau promosi.
4. Pencabutan fasilitas seperti kendaraan dinas atau kenikmatan jabatan lainnya dapat dikenakan sebagai bentuk tindakan disiplin.

**Pasal 30  
Prosedur Pemberian Peringatan**

1. Perusahaan mempunyai wewenang dan bertanggung jawab untuk melakukan tindakan disiplin terhadap Karyawan yang telah melakukan pelanggaran dan/atau bertindak merugikan Perusahaan sesuai dengan bobot pelanggaran pelanggaran yang dilakukan sebagai berikut:
  - a. **Peringatan Lisan**  
Ini umumnya akan diberikan oleh Atasan langsung Karyawan yang bersangkutan dan berlaku seketika setelah terjadi pelanggaran. Teguran ini diberikan untuk pelanggaran-pelanggaran ringan seperti yang dijelaskan dalam Pasal 26 di atas. Semua peringatan lisan akan dicatat dan disimpan di dalam Arsip Pribadi Karyawan.
  - b. **Peringatan Tertulis I**  
Peringatan Tertulis I dilakukan terhadap pelanggaran menengah dan/atau pelanggaran ringan yang akumulatif.

**CHAPTER X  
ADMINISTRATION OF DISCIPLINARY  
ACTIONS**

**Article 29  
Objective**

1. Administration of disciplinary action aims at documenting disciplinary records of employees to maintains and monitor valid terms of disciplinary action, and to source reference for industrial analysis in recommendation of training and education program.
2. Detailed records shall be kept of all disciplinary infringements, suspected infringements and warnings issued. These shall be part of Employee's Confidential Personal File.
3. Employees who have valid terms of disciplinary action shall not be included in the process of salary adjustment and/or promotion.
4. Facilities such as car assignment or other amenities may be revoked as a form of disciplinary action.

**Article 30  
Warning Procedure**

1. The Company has authority and responsibility to impose disciplinary actions towards an Employee who has committed a violation and/or committed an action that is detrimental to the Company depending upon the severity of the offence as follows:
  - a. **Verbal Warning**  
This shall normally be given by the Employee's immediate Supervisor and would be applied as soon after the offence as possible. It will apply to minor infringements such as those outlined in Article 26 above. All verbal warnings are to be recorded and kept in the Employee's Personal file.
  - b. **Written Warning I**  
Written Warning I shall be issued in accordance with a medium violation and/or accumulative minor violations.

Masa berlaku Peringatan Tertulis I adalah 2 (dua) bulan terhitung mulai tanggal saat pelanggaran.

c. **Surat Peringatan Tertulis II**

Surat Peringatan Tertulis II dilakukan terhadap pelanggaran menengah dan/atau ringan yang akumulatif.

Masa berlaku Surat Peringatan Tertulis II adalah 4 (empat) bulan terhitung mulai tanggal saat pelanggaran.

d. **Surat Peringatan Tertulis III**

Surat Peringatan Tertulis III terhadap pelanggaran dengan alasan mendesak dan/atau pelanggaran ringan dan/atau sedang yang akumulatif.

Surat Peringatan Tertulis III merupakan tindakan disiplin terakhir, dan apabila Karyawan melakukan pelanggaran yang sama ataupun yang berbeda dalam masa berlakunya peringatan tersebut, maka pemutusan hubungan kerja (PHK) akan diberlakukan.

Masa berlakunya Surat Peringatan Tertulis III adalah 6 (enam) bulan.

**Pasal 31**  
**Tingkat Kewenangan**

1. Karyawan harus mengetahui apa yang diharapkan oleh Perusahaan dan konsekuensinya apabila harapan tersebut tidak dipenuhi. Prosedur dan peraturan disiplin merupakan bagian dari syarat-syarat dalam pemberian pekerjaan kepada Karyawan.
2. Prosedur dan peraturan disiplin harus diterapkan sesuai dengan garis tanggung jawab dan wewenang dalam Perusahaan. Peran dan tingkat wewenang dalam prosedur dan peraturan pemberian tindakan disiplin adalah sebagai berikut:

The validity terms of Written Warning I shall be 2 (two) months as of the date of violation.

c. **Written Warning II**

Written Warning II shall be issued in accordance with a medium violation and/or accumulative minor violations.

Validity terms of Written Warning II shall be 4 (four) months as of the date of violation.

d. **Written Warning III**

Written Warning III shall be issued in accordance with a violation that is an urgent reason and/or accumulative minor and/or medium violations.

Written Warning III shall be the last disciplinary action, and in the event of employee committing the same or different violation within the valid terms of the warning, termination of employment shall be imposed.

Validity terms of Written Warning III shall be 6 (six) months.

**Article 31**  
**Level of Authority**

1. Employees should be made aware of what is expected by the Company and the consequence of this expectation not being met. Disciplinary procedures and regulations are part of the requirements in providing work to employees.
2. The disciplinary procedures and regulations shall be applied in accordance with the line of responsibility and authority within the Company. The role and level of authority in imposing disciplinary actions are as follows:

Tingkat Pelanggaran <i>Level of Violation</i>		Lisan <i>Verbal</i>	Tertulis <i>Written</i> I	Tertulis <i>Written</i> II	Tertulis <i>Written</i> III	** PHK / <i>Termination</i>	Tingkat Wewenang/ <i>Level</i> <i>of Authority</i>
Ringan/ <i>Minor</i>	Pelanggaran I/ <i>1<sup>st</sup> Violation</i>	✓					Atasan Langsung/ <i>Direct</i> <i>Supervisor</i>
	Berulangkali <i>/Repeatedly</i>		✓	✓			Atasan langsung/ <i>Direct</i> <i>Supervisor</i>
						✓	✓
Sedang/ <i>Medium</i>	Pelanggaran 1/ <i>1<sup>st</sup></i> <i>Violation</i>		✓				Atasan Langsung/ <i>Direct</i> <i>Supervisor</i>
	Berulangkali <i>/Repeatedly</i>			✓	✓	✓	Atasan Langsung- <i>/Direct Supervisor</i>
Berat Serious	Pelanggaran 1/ <i>1<sup>st</sup></i> <i>Violation</i>				✓		Atasan Langsung/ <i>Direct Supervisor</i>
	Berulangkali <i>/Repeatedly</i>					✓	

**BAB XI**  
**PROSEDUR KELUH KESAH**

**Pasal 32**  
**Prosedur Keluh Kesah**

1. Keluhan adalah perasaan tidak puas atau tidak adil yang terjadi berkenaan dengan situasi kerja atau hubungan kerja antara Karyawan atau kelompok Karyawan dengan Perusahaan.
2. Guna menciptakan hubungan kerja yang baik, keluhan dan pengaduan seorang Karyawan mengenai syarat-syarat kerja atau hal-hal yang tidak bersifat umum harus mendapat penyelesaian keluhan/pengaduan yang akan dijelaskan dibawah ini bertitik tolak pada dasar bahwa Karyawan secara perseorangan tidak dapat dihalangi untuk bertemu dengan dan berhak untuk didengar oleh atasannya mengenai keluhannya tentang syarat-syarat dan ketentuan kerja.
3. Prosedur ini bertujuan untuk membantu Karyawan dalam menyelesaikan keluhan yang disampaikan kepada atasannya tanpa mengganggu jalannya pekerjaan. Tujuan Perusahaan adalah untuk sedapat mungkin menyelesaikan setiap keluhan pada kesempatan pertama dan dalam waktu yang sesingkat-singkatnya.

**Pasal 33**  
**Tata Cara Penyelesaian Keluhan**

1. Tahapan penyampaian keluhan adalah sebagai berikut:
  - a. Langkah Pertama  
Karyawan mengemukakan sendiri secara lisan atau tertulis keluhannya kepada atasan langsung untuk diselesaikan dalam waktu paling lama 5 (lima) hari kalender
  - b. Langkah Kedua  
Jika upaya sebagaimana dalam langkah pertama belum didapat langkah penyelesaian, maka Karyawan yang bersangkutan harus meneruskan keluhannya secara tertulis kepada atasan setingkat lebih tinggi dengan tembusan kepada Kepala Departemen Sumber Daya Manusia] untuk diselesaikan dalam waktu paling lama 7 (tujuh) hari kalender.

**CHAPTER XI**  
**GRIEVANCE PROCEDURE**

**Article 32**  
**Grievance Procedure**

1. A grievance is a feeling of dissatisfaction or unfairness related to work situation or work relationship between Employees or group of Employees with the Company.
2. In order to create a good work relationship, any grievances from an Employee with regard to the terms and conditions of work or other specific matters shall be settled as fairly as possible. The grievance settlement procedure shall be as per explained below, with a basic principle that an Employee may not be prevented from and is entitled to having a meeting with his/her supervisor concerning grievance related to terms and conditions of work.
3. Purpose of this procedure is to assist the Employee in settling a grievance submitted to the supervisor without work interruption. It is the objective is the company to settle each grivance at the first level in the shortest amount of time possible.

**Article 33**  
**Grievance Settlement Procedure**

1. Stages in submitting grievances are as follows:
  - a. First Step  
Employees address grievance verbally or in written to direct supervisor who should settle it at the latest within 5 (five) calendar days.
  - b. Second Step  
If the first step has not resulted in any satisfactory settlement, the employee shall forward the grievance in writing to superior of direct supervisor with copy to the Head of internal Department of Human Resources who should settle it at the latest within 7 (seven) calendar days.

- c. Langkah Ketiga  
Apabila pada langkah kedua belum didapatkan penyelesaian maka persoalan tersebut secara tertulis dapat ditingkatkan dengan membawakannya ke Kepala Departemen dengan tembusan kepada Kepala Sumber Daya Manusia dan Direktur.

Kepala Departemen bersama-sama dengan kepala Departemen Sumber Daya Manusia harus memberikan jawaban tertulis kepada Karyawan dalam waktu 7 (tujuh) hari kalender.

- d. Langkah Keempat Terakhir  
Apabila belum juga terdapat penyelesaian pada langkah ketiga maka dalam jangka waktu 14 (empat belas) hari kerja berikutnya, segera diadakan pertemuan yang dihadiri oleh Karyawan, Kepala Departemen, dan Kepala Departemen Sumber Daya Manusia.

Apabila jalan yang ditempuh tetap tidak berhasil, kepala Departemen Sumber Daya Manusia akan menganjurkan keterlibatan Pimpinan Perusahaan Tertinggi (Direksi) yang juga merupakan pengambil keputusan akhir mengenai keluhan yang ada.

Apabila pada langkah keempat Perusahaan dan Karyawan gagal atau tidak berhasil mencapai kesepakatan, maka kedua belah pihak dapat meneruskan masalahnya sesuai dengan peraturan perundang-undangan ketenagakerjaan yang berlaku.

### **Pasal 34 Penyelesaian Perselisihan Industrial**

1. Umum
  - a. Setiap Karyawan berhak atas setiap perlakuan yang layak sesuai dengan peraturan serta ketentuan-ketentuan yang ada dan berlaku di Perusahaan.
  - b. Setiap Karyawan berhak atas perlindungan hukum terhadap ketidak-adilan atas tindakan sewenang-wenang dari atasannya.
  - c. Perlindungan didasarkan pada peraturan perundang-undangan yang berlaku.

- c. Third Step  
If the second step has not resulted in any satisfactory settlement the grievance may be raised in writing to the Head of Department with cc to the Head of the Human Resources Department and Director.

Head of Department together with the Head of Human Resources shall provide a response in writing to the employee within seven (7) calendar days.

- d. Fourth Final Step  
If the third step has not resulted in any satisfactory settlement, a meeting shall be arranged within 14 (fourteen) calendar days among the Employee, the Department Head, and the Head of the Human Resources Department.

If a settlement cannot be reached, the Head of the Human Resources Department shall suggest involvement of the Company Management (Board of Directors) who will take the final decision upon the grievance.

If the Company and the Employee fail to reach a settlement on the fourth stage, both parties may take forward the dispute mechanism as per the prevailing manpower regulations.

### **Article 34 Industrial Dispute Settlement**

1. General
  - a. Each Employee shall be entitled to receive fair treatment in line with the regulation and the terms and conditions of the Company.
  - b. Each Employee shall be entitled to have law protection against unfair or arbitrary action of his or her supervisor.
  - c. This protection is based on the prevailing laws and regulations.

## 2. Cara Penyelesaian:

- a. Apabila terjadi perselisihan hubungan industrial, maka hal ini akan diselesaikan melalui musyawarah untuk mufakat di Perusahaan.
- b. Apabila terjadi pemutusan hubungan kerja dan Karyawan yang bersangkutan tidak menerima keputusan tersebut, maka hal itu terlebih dahulu diselesaikan perundingan bipartit di dalam Perusahaan.
- c. Apabila upaya penyelesaian sebagaimana dimaksud dalam butir 2a dan 2b. tidak tercapai, maka para pihak atau salah satu pihak dapat mengajukan masalah ini ke kantor Suku Dinas Tenaga Kerja dan Transmigrasi setempat untuk penyelesaian lebih lanjut sesuai prosedur berdasarkan ketentuan perundang-undangan yang berlaku.

## 2. Settlement Procedures:

- a. Where industrial dispute settlement occurs, it should be settled through discussion and deliberation in the Company.
- b. When an employment termination occurs and the affected employee does not accept the decision, it shall be settled through bipartite discussion in the Company.
- c. If the effort of settlement as mentioned in item 2a. and 2b. cannot be reached, both parties or any other party may submit the matters to the Local Office of Manpower and Transmigration for further settlement according to the prevailing laws and regulations.

**BAB XII**  
**PEMUTUSAN HUBUNGAN KERJA**

**Pasal 35**  
**Prosedur Pemutusan Hubungan Kerja**

1. Pemutusan Hubungan Kerja ("PHK") merupakan tindakan disipliner terakhir setelah usaha pencegahan dan perbaikan gagal dalam membuahkan hasil yang memuaskan, kecuali terhadap tindakan-tindakan tertentu yang dimungkinkan untuk diambil tindakan PHK oleh Perusahaan sesuai Peraturan Perusahaan dan/atau peraturan perundang-undangan ketenagakerjaan yang berlaku.
2. Prosedur pemutusan hubungan kerja adalah sebagai berikut:
  - a. Semua PHK terlebih dahulu harus mendapat persetujuan tertulis dari Direktur, kecuali dalam masa percobaan, pengunduran diri Karyawan atas permintaannya sendiri, berakhirnya jangka waktu perjanjian kerja waktu tertentu, Karyawan mencapai usia pensiun, Karyawan meninggal dunia, penahanan Karyawan oleh pihak yang berwajib yang menyebabkan Karyawan tidak mampu bekerja selama 6 (enam) bulan atau adanya putusan pengadilan yang menyatakan Karyawan bersalah (dalam jangka waktu 6 (enam) bulan Karyawan tersebut ditahan oleh pihak yang berwajib).
  - b. Semua usulan PHK untuk persetujuan Direktur harus dilengkapi dengan Berita Acara Pemeriksaan (BAP) dan data lainnya atau alasan-alasan kuat yang mendukungnya dengan ketentuan sebagai berikut:
    - b1. Usul PHK diajukan oleh atasan langsung dengan dilengkapi antara lain BAP dan data atau alasan-alasan kuat yang mendukungnya.
    - b2. Usul PHK tersebut ditandatangani oleh Departemen Karyawan bersangkutan untuk pertimbangan dan verifikasi dari Kepala Departemen Sumber Daya Manusia

**CHAPTER XII**  
**TERMINATION OF EMPLOYMENT**  
**RELATIONSHIP**

**Article 35**  
**Procedure of Employment Termination**

1. Termination of employment (PHK) is the ultimate disciplinary action after prevention and improvement efforts fail to yield satisfactory results, except for certain actions possible for termination of employment to be made by the Company according to Company Regulation and/or based on the prevailing manpower regulations.
2. Procedure for the Termination of Employment.
  - a. All terminations shall get prior written approval from Director, except for termination during probationary period, Employee's voluntary resignation, expiration of a definite period (fixed term) employment agreement, Employee reaching the retirement age, death of the Employee, detention of the Employee by the authorities causing his/her inability to work for 6 (six) months, or a court decision finding the Employee guilty of a crime (within the 6 (six) months period that the Employee is detained by the authorities).
  - b. All propositions for termination which shall be approved by Director shall be completed with an Inspection Official Report and other data or strong supporting reasons, with the following conditions:
    - b1. The termination shall be proposed by the direct supervisor, supported with e.g. Inspection Official Report and other or strong supporting reasons.
    - b2. The termination proposition shall be signed by the Department of the respective Employee for consideration and verification by the Head of the Human Resources Department

- b3. Persetujuan/izin PHK kemudian diajukan oleh Kepala Sumber Daya Manusia untuk pertimbangan dan persetujuan Direktur.

### **Pasal 36 Pemutusan Hubungan Kerja**

PHK dapat terjadi berdasarkan berbagai alasan, antara lain, dilakukan dengan alasan sebagai berikut:

1. PHK atas Permintaan Pengunduran Diri.
  - a. Seorang Karyawan dapat memutuskan hubungan kerjanya dengan Perusahaan atas permintaan sendiri yaitu dengan jalan mengajukan permohonan pengunduran diri secara tertulis 1 (satu) bulan sebelum tanggal efektif pengunduran dirinya atau sesuai jangka waktu pengajuan surat pengunduran diri sebagaimana diatur dalam perjanjian kerja Karyawan yang bersangkutan dengan Perusahaan dengan ketentuan bahwa jangka waktu pengajuan surat pengunduran diri yang diatur dalam perjanjian kerja tidak akan lebih pendek daripada 1 (satu) bulan sebagaimana diatur dalam Peraturan Perusahaan ini.
  - b. PHK atas permintaan sendiri tidak menimbulkan kewajiban bagi Perusahaan untuk memberikan uang pesangon dan uang penghargaan masa kerja. Namun, Perusahaan wajib untuk memberikan uang pengganti hak diluar hari-hari cuti tahunan yang telah timbul dan belum diambil serta Uang Pisah. .
2. PHK karena Alasan Mendesak
  - a. Dalam hal ini, berikut adalah contoh-contoh alasan yang dianggap sebagai "alasan mendesak" yang dapat mengakibatkan pemutusan hubungan kerja seorang Karyawan:
    - (i) Mengambil dan/atau menyembunyikan sedemikian rupa dengan maksud memiliki barang dan/atau uang milik Perusahaan atau milik orang lain di dalam Perusahaan atau pihak lain yang

- b3. Approval for termination shall be submitted by the Head of the Human Resources Department to the Director for his/her consideration and approval.

### **Article 36 Termination of Employment**

Termination of employment may occur based on various reasons, among other things, shall be subject to the following reasons:

1. Termination at Employee's own request (Voluntary Resignation).
  - a. An Employee may terminate employment relationship with the Company at their own request by submitting a written resignation notice 1 (one) month prior to its effective date or in accordance with the period for submitting the resignation letter as stipulated in the relevant employment agreement between the Employee and the Company, provided that the period for submitting the resignation letter stipulated in the employment agreement shall not be shorter than the period of 1 (one) month stated in this Company Regulations.
  - b. Termination of employment due to the Employees's voluntary resignation does not require the Company to give any severance pay and long service pay. The Company is however required to provide compensation of rights, apart from annual leave days if they are due and have not been taken, rights compensation and Separation Money.
2. Termination due to Urgent Reasons
  - a. In this regard, the following are samples of reasons that are considered as "urgent reason" which can lead to an Employee's termination of employment:
    - (i) Taking and/or hiding any way with the intention of owning goods and/or money belonging to the Company or those belonging to any person within the Company or any other parties

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| <p>memiliki hubungan atau mempunyai kepentingan dalam bentuk apapun dengan Perusahaan.</p>  | <p>having relationships or dealings of any forms with the Company.</p>  |
| <p>(ii) Memindahkan barang atau properti milik Perusahaan dari tempatnya dengan tujuan memiliki barang atau properti tersebut secara melawan hukum.</p>   | <p>(ii) Removing any goods and properties of the Company from their proper place with the intention or purpose of unlawfully possessing those goods and properties.</p>   |
| <p>(iii) Secara langsung atau tidak langsung (yaitu, melalui anggota keluarga Karyawan atau orang lain) menerima hadiah, pembayaran/tip atau keuntungan-keuntungan lainnya dari pelanggan, klien atau pemasok Perusahaan, di mana hadiah, pembayaran/tip atau keuntungan-keuntungan tersebut diberikan atau ditawarkan untuk mempengaruhi keputusan bisnis seseorang di dalam Perusahaan.</p>   | <p>(iii) Directly or indirectly (i.e. through a family member of the Employee or any other person) accepting gifts, gratuities or advantages from customers and suppliers of Company or any other parties with whom the Company have established business relationships, when such gifts, gratuities or advantages are given or offered to influence a business decision of any person within the Company.</p>  |
| <p>(iv) Secara ceroboh atau dengan sengaja tidak melaporkan kepada atasannya atau pihak yang berwenang di Perusahaan setiap hadiah, pembayaran/tip atau keuntungan-keuntungan lainnya atau setiap penawaran setiap hadiah, pembayaran/tip atau keuntungan-keuntungan dari pelanggan dan pemasok Perusahaan atau pihak lainnya yang telah mempunyai hubungan bisnis dengan Perusahaan, termasuk apabila hadiah, pembayaran/tip atau keuntungan-keuntungan atau setiap penawaran setiap hadiah, pembayaran/tip atau keuntungan-keuntungan diberikan kepada seorang anggota keluarga Karyawan.</p> | <p>(iv) Negligently or intentionally failing to report to the Employee's supervisor any gifts, gratuities, advantages or any offer of gifts, gratuities or advantages from customers and suppliers of the Company or any other parties with whom the Company have established business relationships, including when such gifts, gratuities, advantages or any offer of such gifts, gratuities or advantages are made to a member of the Employee's family.</p> |
| <p>(v) Menawarkan, memberikan, meminta, menerima, baik langsung maupun tidak langsung, setiap bentuk bujukan yang tidak sah atau apapun yang memiliki nilai dimana penawaran, pemberian, permintaan atau penerima tersebut ditujukan untuk mempengaruhi keputusan seseorang, di dalam maupun di</p>   | <p>(v) Offering, giving, soliciting or receiving, either directly or indirectly, any form of improper or illegal inducements or anything of value when such offer, gift, solicitation or receipt is for the purpose of influencing a decision of any person, within or outside the Company or which could be construed as a bribe, kickback or</p>  |

luar Perusahaan, atau yang dapat ditafsirkan sebagai suatu suap, *kickback* atau transaksi yang dapat dipertanyakan, atau untuk dapat menerima barang, jasa atau manfaat lainnya sebagai penggantinya.

- (vi) Memberikan informasi yang tidak benar, termasuk namun tidak terbatas pada Data Pribadi Karyawan.
- (vii) Mengakses tanpa izin yang tepat Data Pribadi Karyawan dari Karyawan lain dengan maksud menyalahgunakan aspek apapun dari Data Pribadi Karyawan tersebut untuk keuntungan pribadi Karyawan.
- (viii) Berada di bawah pengaruh alkohol, bahan yang memabukkan, atau obat terlarang, narkotika, psikotropika atau bahan-bahan lain yang dapat menimbulkan ketergantungan selama bekerja di lingkungan Perusahaan atau lokasi lainnya di mana Karyawan harus melaksanakan pekerjaannya atau saat mengemudikan kendaraan apapun atau saat menggunakan atau mengoperasikan mesin atau peralatan selama atau diluar pelaksanaan kegiatan Perusahaan.
- (ix) Mempunyai, memiliki, menjual, memberikan, mengedarkan atau mendistribusikan suatu bahan yang memabukkan, atau obat terlarang, narkotika, psikotropika atau bahan-bahan lain yang menimbulkan ketergantungan, atau sumber-sumber dari suatu bahan yang memabukkan, atau obat terlarang, narkotika, psikotropika atau bahan-bahan lain yang menimbulkan ketergantungan kepada Karyawan lain atau siapapun juga.
- (x) Menggunakan atau memiliki alkohol tanpa izin selama waktu kerja.

any other questionable transaction, or for the purpose of receiving goods, services, or any other benefit in return.

- (vi) Providing false or falsified information, including without limitation with respect to the Employee Personal Data.
- (vii) Accessing without proper authorization the Employee Personal Data of another Employee with the intention of misusing or abusing any aspect of such Employee Personal Data for the personal benefit of the Employee.
- (viii) Being under the influence of alcohol, an intoxicant, or an illegal drug, narcotic, psychotropic or other addictive substance while working within the premises of the Company or at any other location where the Employee needs to perform his/her work or while driving any vehicle or while using or operating any machine or equipment during or outside the course of activities of the Company.
- (ix) Having, possessing, selling, giving, circulating or distributing an intoxicant, or an illegal drug, narcotic, psychotropic or other addictive substance or sources of an intoxicant, or an illegal drug, narcotic, psychotropic or other addictive substance to other Employees or to anyone else.
- (x) Using or possessing alcohol without authorization during working hours.

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| <p>(xi) Melakukan perbuatan asusila di lingkungan kerja.</p>   | <p>(xi) Committing immoral acts within work premises.</p>   |
| <p>(xii) Dengan ceroboh atau karena sengaja membiarkan Karyawan lain atau atasan langsung maupun tidak langsung dalam keadaan bahaya.</p>  | <p>(xii) Negligently or intentionally leaving other Employees or his/her direct or indirect supervisor in dangerous situation.</p>  |
| <p>(xiii) Secara fisik maupun psikologis menyerang atau mengintimidasi Karyawan lain serta atasan langsungnya.</p>   | <p>(xiii) Physically or psychologically attacking or intimidating other employees and his/her direct or indirect supervisor.</p>  |
| <p>(xiv) Dengan ceroboh atau dengan sengaja merusak atau membiarkan dalam keadaan berbahaya setiap barang milik Perusahaan, atau milik orang lain di dalam Perusahaan atau pihak-pihak lainnya yang mempunyai hubungan dalam bentuk apapun dengan Perusahaan.</p>  | <p>(xiv) Negligently or intentionally damaging or leaving in dangerous situation any goods belonging to the Company, or those belonging to any person within the Company or any other parties having relationships or dealings of any forms with the Company.</p>   |
| <p>(xv) Secara langsung tidak langsung tanpa izin yang tepat:</p> <ul style="list-style-type: none"> <li>• menggunakan untuk tujuan dan manfaat pribadi Karyawan atau untuk kepentingan orang, perusahaan, badan usaha atau organisasi lain; atau</li> <li>• mengungkapkan kepada pihak, perusahaan, badan usaha atau organisasi lainnya;</li> </ul> | <p>(xv) Directly or indirectly without proper authorization:</p> <ul style="list-style-type: none"> <li>• use for the Employee's own purposes and benefits or those of any other person, company, business entity or other organization; or</li> <li>• disclose to any person, company, business entity or other organization;</li> </ul> |

setiap merek dagang atau hal lain yang dilindungi oleh hak atas kekayaan intelektual dalam bentuk apapun di wilayah hukum manapun, atau informasi yang bersifat rahasia yang berhubungan dengan atau yang dimiliki oleh Perusahaan, termasuk namun tidak terbatas pada setiap informasi terkait dengan pelanggan, daftar pelanggan atau persyaratan atau cara berhadapan dengan pelanggan, pemasok, daftar pemasok atau ketentuan-ketentuan mengenai cara menghadapi pemasok, struktur harga, *marketing*, dan informasi penjualan, rencana bisnis atau transaksi, Karyawan atau pejabat, informasi keuangan,

any trade secrets or other matters protected by any form of intellectual property rights in any jurisdictions or any confidential information relating to or belonging to the Company, including but not limited to any such information relating to customers, customer lists or requirements or ways of dealing with customers, suppliers, supplier lists or requirements or ways of dealing with suppliers, pricing structures, marketing and sales information, business plans or dealings, Employees or officers, financial information, accounts and plans, designs,

rekening dan rencana, desain, formula, lini produk, prototype, jasa, kegiatan penelitian, kode asal (*source codes*) dan sistem computer, piranti lunak, informasi teknis, setiap dokumen yang ditandai “Rahasia” (atau yang serupa) atau setiap informasi yang telah diberitahukan kepada Karyawan sebagai rahasia atau yang dapat diduga dengan wajar oleh Karyawan akan dianggap sebagai suatu hal yang bersifat rahasia oleh Perusahaan, atau setiap informasi yang diberikan kepada Perusahaan atas dasar kepercayaan oleh pelanggan, klien, pemasok dan orang lain.

(xvi) Dengan ceroboh atau sengaja tidak mengungkapkan kepada Perusahaan seluruh pekerjaan, penemuan dan setiap bentuk lainnya yang timbul dari pekerjaan atau penemuan tersebut yang:

- berkaitan baik secara langsung atau pun tidak langsung dengan kegiatan Perusahaan;
- dapat dilindungi oleh bentuk apapun dari hak atas kekayaan intelektual di wilayah hukum manapun; dan
- yang dirancang, dibuat, diciptakan, berasal, diperoleh, ditulis, disempurnakan, diperbaiki atau ditemukan oleh Karyawan baik sendirian atau bersama dengan lainnya selama bekerja untuk Perusahaan dan/atau dengan menggunakan sumber daya dan fasilitas yang disediakan oleh Perusahaan kepada Karyawan.

(xvii) Melakukan tindakan lainnya di lingkungan kerja yang dapat menyebabkan kerugian materiil terhadap Perusahaan, termasuk namun tidak terbatas pada, ketidakmampuan Perusahaan dalam melanjutkan kegiatannya secara legal di Indonesia.

formulae, product lines, prototypes, services, research activities, source codes and computer systems, software, technical information, any document marked “Confidential” (or with a similar expression), or any information which the Employee has been told is confidential or which the Employee might reasonably expect the Company would regard as confidential, or any information which has been given to the Company in confidence by customers, clients, suppliers and other persons.

(xvi) Negligently or intentionally failing to disclose to the Company all works, inventions and any other forms resulting from those works or inventions which:

- are related either directly or indirectly to the activities of the Company;
- may be subject to the protection under any forms of intellectual property rights in any jurisdiction; and
- are designed, made, created, originated, conceived, written, perfected, improved or discovered by the Employee either on his/her own or together with others while under the employment of the Company and/or using resources and facilities provided by the Company to the Employee.

(xvii) Committing other acts within work premises which may cause direct material losses on the Company, including without limitation, the inability of the Company in continuing its activities legally in Indonesia.

b. Dalam hal Karyawan melakukan salah satu hal yang dikategorikan sebagai alasan mendesak di atas, Perusahaan dapat memproses pemutusan hubungan kerja Karyawan dengan mengadakan perundingan bi-partit dengan Karyawan yang bersangkutan sesuai ketentuan peraturan perundang-undangan yang berlaku.

c. Karyawan yang diputus hubungan kerjanya berdasarkan alasan mendesak ini tidak berhak untuk dan Perusahaan tidak mempunyai kewajiban untuk membayar uang pesangon, dan uang penghargaan masa kerja. Namun Karyawan akan diberikan uang penggantian hak.

d. Dalam hal Karyawan bukan Pemegang Jabatan Korporasi, selain penggantian hak cuti tahunan sebagaimana disebutkan dalam butir (c) di atas, Karyawan dapat juga diberikan uang pisah yang jumlahnya adalah sebagai berikut:

(i) Untuk masa kerja dari 3 (tiga) tahun atau lebih tetapi kurang dari 6 (enam) tahun diberikan 1/4 (satu per empat) bulan upah.

(ii) Untuk masa kerja 6 (enam) tahun atau lebih tetapi kurang dari 9 (sembilan) tahun akan diberikan 1/4 (satu per empat) bulan upah.

(iii) Untuk masa kerja 9 (sembilan) tahun atau lebih akan diberikan 1/4 (satu per empat) bulan upah.

### 3. PHK karena tindak pidana

Jika Karyawan ditahan oleh pihak berwajib, Perusahaan tidak memiliki kewajiban membayar upah Karyawan selama penahanan. Akan tetapi, kepada keluarga Karyawan diberikan bantuan keuangan berdasarkan perhitungan sebagai berikut:

#### **Jumlah Tanggungan Karyawan/Number of Dependent**

Satu orang tanggungan/One dependent  
Satu orang tanggungan/Two dependents  
Satu orang tanggungan/Three dependents

b. In the event an Employee commits one of the urgent reasons set out above, the Company can process the Employee's termination of employment by initiating a bi-partite negotiation with the relevant Employee in accordance with the prevailing laws and regulations.

c. An Employee who is terminated on the basis of urgent reason is not entitled to and the Company is not required to pay the severance pay and long service pay. However, the Employee will be paid the compensation of rights.

d. If the Employee is not a Corporate Title Holder, in addition to compensation for annual leave as mentioned in paragraph (c) above, the Employee may also be given a separation pay in the amount as follows:

(i) For the service period of 3 (three) years or more but less than 6 (six) years shall be given 1/4 (one-fourth) times one-month wage.

(ii) For the Service Period of 6 (six) years or more but less than 9 (nine) years shall be given 1/4 (one-fourth) times one-month wage.

(iii) For the Service Period of 9 (nine) years or more shall be given 1/4 (one-fourth) times one-month wage.

### 3. Termination due to criminal conduct

If the Employee is detained by the authority, the Company shall have no obligation to pay the Employee's salary during his/her detention. However, the Company shall provide the Employee's family with the financial assistance based on the following calculation:

#### **Bantuan yang diberikan/Allowance**

25% dari Upah/of Salary  
35% dari Upah/of Salary  
45% dari Upah/of Salary

Empat orang atau lebih tanggungan/*Four or more dependents*

Yang dimaksud dengan tanggungan Karyawan adalah istri/suami atau anak yang sah dari Karyawan.

Bantuan diberikan selama tidak lebih dari 6 (enam) bulan mulai dari hari pertama Karyawan ditahan oleh pihak berwajib. Setelah lewat 6 (enam) bulan Perusahaan dapat mengakhiri hubungan kerja Karyawan sesuai dengan peraturan yang berlaku.

4. PHK karena pelanggaran terhadap ketentuan Perusahaan.

Dalam hal Karyawan melakukan pelanggaran ketentuan yang diatur dalam Perjanjian Kerja atau Peraturan Perusahaan, Perusahaan dapat melakukan PHK setelah Karyawan yang bersangkutan diberikan surat peringatan tertulis.

5. PHK dalam masa Percobaan

Dalam masa Percobaan, Perusahaan atau Karyawan berhak untuk memutuskan hubungan kerja setiap saat sebagaimana diatur di dalam Pasal 7 Peraturan Perusahaan serta peraturan perundang-undang ketenagakerjaan yang berlaku.

6. PHK karena perubahan status/reorganisasi

Setiap PHK karena penggabungan, peleburan, perubahan status dan perubahan kepemilikan Perusahaan termasuk pembayaran hak-haknya, penyelesaiannya dilakukan sesuai dengan peraturan perundang-undang ketenagakerjaan yang berlaku.

7. PHK karena Perusahaan tutup yang disebabkan kerugian

Perusahaan dapat melakukan PHK terhadap Karyawan karena Perusahaan tutup yang disebabkan Perusahaan mengalami kerugian secara terus menerus selama 2 (dua) tahun, atau keadaan memaksa (*force majeure*). Dalam hal PHK ini, penyelesaiannya dilakukan sesuai dengan peraturan

50% dari Upah/*of Salary*

The Employee's dependent shall mean a lawful spouse or child of the Employee.

The assistance shall be provided not more than a period of 6 (six) months after the first day the Employee is detained by the authority. After the lapse of the 6 (six) months period, the Company may terminate the Employee's employment relations according to the prevailing laws.

4. Termination due to violation of Company Regulation

In the event an Employee violates the provisions of Employment Agreement or Company Regulation, the Company may terminate the employment after the Employee is issued with Written Warning Letter(-s).

5. Termination during Probation Period

During probationary period, both Company and Employee have the rights to terminate employment at any time as regulated in Article 7 of the Company Regulations and the prevailing labor laws regulations.

6. Termination due to change of status/restructuring of Company organization

Any termination of employment due to merger, consolidation, change of status and change of ownership of the Company, including any termination payment entitlement thereof, the settlement shall be made according to prevailing labor laws and regulations.

7. Termination due to Company shutdown caused by losses

The Company may terminate employment of employees for the reason of Company shutdown due to losses suffered by the company continuously for 2 (two) years, or due to *force majeure*. In the event of such termination, settlement shall be made according to the prevailing labor laws and

perundang-undangan ketenagakerjaan yang berlaku.

8. PHK karena Perusahaan melakukan efisiensi

Apabila volume pekerjaan atau kegiatan usaha Perusahaan berkurang yang mengakibatkan berakibat pada berlebihnya jumlah Karyawan, maka Perusahaan, sebagai upaya terakhir, dapat mengurangi jumlah tenaga kerja agar mampu untuk tetap meneruskan operasinya secara efektif dan efisien. Karyawan yang diputuskan hubungan kerjanya karena alasan pengurangan tenaga kerja, penyelesaiannya dilakukan sesuai dengan Peraturan Perusahaan dan perundang-undangan ketenagakerjaan yang berlaku.

Pembayaran kompensasi PHK karena Perusahaan melakukan efisiensi adalah senilai 2x uang pesangon, 1x perhitungan uang penghargaan masa kerja, dan 1x uang penggantian hak, masing-masing dihitung sesuai dengan peraturan perundang-undangan ketenagakerjaan yang berlaku.

9. PHK karena Perusahaan pailit

Perusahaan dapat melakukan PHK terhadap Karyawan karena Perusahaan pailit. Dalam hal PHK dimaksud, penyelesaiannya dilakukan sesuai ketentuan Peraturan Perusahaan dan peraturan perundang-undangan ketenagakerjaan yang berlaku.

10. PHK karena Karyawan meninggal dunia

PHK disebabkan oleh hubungan kerja berakhir karena Karyawan meninggal dunia, kepada ahli warisnya diberikan sejumlah uang santunan dan penyelesaiannya dilakukan sesuai dengan ketentuan Peraturan Perusahaan dan peraturan perundang-undangan ketenagakerjaan yang berlaku.

11. PHK karena Karyawan mencapai usia pensiun normal

Hubungan Kerja Karyawan yang telah mencapai usia 56 (lima puluh enam) tahun akan berakhir, kecuali apabila jasanya masih diperlukan oleh Perusahaan. Jika demikian, Perusahaan dan Karyawan yang bersangkutan harus menyepakati perpanjangan usia pensiun Karyawan. Dalam hal Karyawan pensiun, penyelesaiannya dilakukan sesuai dengan

regulations.

8. Termination due to efficiency measures

In the event that there is a decrease in the volume of work or business of the Company which results in an excessive number of Employees, the Company, as a last resort, may, reduce the size of its workforce in order to be able to effectively and efficiently continue its operations. An Employee whose employment is terminated because of redundancy, the settlement shall be made according to prevailing labor laws and regulations.

The applicable termination payment due to efficiency measures shall be in the amount equal to 2x severance pay, 1x long service pay and 1x compensation of rights, each calculated in accordance with prevailing labor laws and regulations.

9. Termination due to Company bankruptcy

The Company may terminate employment of Employees due to Company bankruptcy. In the event of such termination, settlement shall be made according to provisions of Company Regulation and prevailing labor laws regulations.

10. Termination due to Employee's death

In the event of termination of employment due to Employee's death, eligible heirs shall receive amount of money that shall be settled according to provisions of Company Regulation and prevailing labor laws regulations.

11. Termination due to reaching normal pension age

The employment relationship of an Employee who has reached the age of 56 (fifty-six) years shall terminate, except when his/her service is still required by the Company. If so, the Company and the relevant Employee shall agree on the extension of the Employee's retirement age. In the event of the Employees's retirement, settlement shall be

ketentuan Peraturan Perusahaan dan peraturan perundang-undangan ketenagakerjaan yang berlaku.

12. PHK karena Karyawan tidak mampu bekerja akibat sakit/kecelakaan baik dalam hubungan kerja maupun di luar hubungan kerja.

PHK dilarang selama Karyawan berhalangan menjalankan pekerjaan dalam keadaan sakit sesuai dengan keterangan dokter yang ditunjuk Perusahaan. Apabila setelah melampaui 12 (dua belas) bulan terus menerus, Karyawan yang bersangkutan masih dalam perawatan medis, Karyawan yang bersangkutan dapat dinyatakan tidak mampu bekerja akibat sakit atau kecelakaan dalam hubungan kerja dan/atau di luar hubungan kerja sesuai dengan keterangan dokter yang ditunjuk oleh Perusahaan, sehingga hubungan kerjanya dapat diputus dan diselesaikan sesuai dengan peraturan perundang-undangan ketenagakerjaan yang berlaku.

13. PHK karena mangkir selama 5 (lima) hari atau lebih

Perusahaan dapat melakukan pemutusan hubungan kerja Karyawan yang mangkir selama 5 (lima) hari kerja atau lebih secara berturut-turut tanpa keterangan secara tertulis yang dilengkapi dengan bukti yang sah dan telah dipanggil 2 (dua) kali secara patut dan tertulis karena Karyawan diklasifikasikan mengundurkan diri.

Pemutusan hubungan kerja dimaksud diselesaikan sesuai dengan ketentuan Peraturan Perusahaan dan perundang-undangan ketenagakerjaan yang berlaku.

14. Tata cara PHK dan pembayaran kompensasi PHK berupa uang pesangon, perhitungan uang penghargaan masa kerja, dan uang penggantian hak sesuai dengan peraturan perundang-undangan ketenagakerjaan yang berlaku.

15. PHK Karyawan Waktu Tertentu

- a. Perjanjian Kerja Waktu Tertentu berakhir demi hukum dengan berakhirnya jangka waktu kontrak Perjanjian Kerja Waktu Tertentu ("**Jangka Waktu Kontrak**"), tanpa syarat bagi Perusahaan untuk memberikan uang pesangon, uang

made according to provisions of Company Regulation and prevailing labor laws and regulations.

12. Termination due to inability to work because of illness/industrial accident/non-industrial accident.

Termination is prohibited within the period of employee's illness based on the medical statement from the Company appointed doctor. In the event after 12 (twelve) consecutive months the employee is still in medical care, he/ she may be regarded as not capable of working anymore because of illness or industrial accident and/or non-industrial accident by a doctor appointed by the Company so that the work relationship may be terminated and settled based on the prevailing labor laws regulations.

13. Termination due to unauthorized absenteeism for 5 (five) days or more

The Company may terminate employment of employees due to unauthorized absenteeism for 5 (five) days or more consecutively without written notice that is supported by legal proof and during which they have been summoned in written 2 (two) times properly which shall be classified as resignation.

Termination of the above employment shall be settled according to provisions of Company Regulation and prevailing labor laws regulations.

14. Termination procedure and the applicable termination payment, such as severance pay, long service pay and compensation of rights shall be made according to the prevailing labor laws and regulations.

15. Termination of Definite Period Employees

- a. Definite Period Employment Agreement shall terminate by operation of law at the end of contract period of the Definite Period Employment Agreement ("**Contract Period**"), without any obligation of the Company to provide

penghargaan masa kerja, uang penggantian hak, uang pisah maupun pembayaran lainnya kepada Karyawan Waktu Tertentu.

- b. PHK baik oleh Perusahaan maupun Karyawan Waktu Tertentu dilakukan sesuai ketentuan peraturan perundang-undangan yang berlaku.
- c. Perusahaan dapat mengakhiri hubungan kerja Karyawan Waktu Tertentu dengan memberikan pemberitahuan tertulis setidak-tidaknya 30 (tiga puluh) hari kalender sebelumnya. Prosedur pemutusan hubungan kerja akan mengikuti ketentuan peraturan perundang-undangan ketenagakerjaan Indonesia yang berlaku.
- d. Dengan tetap memperhatikan ketentuan peraturan perundang-undangan yang berlaku mengenai prosedur PHK, Perusahaan dapat memutuskan hubungan kerja Karyawan Waktu Tertentu karena alasan mendesak sebagaimana disebutkan dalam Pasal 36 Ayat 2.a.
- e. Dalam hal Perusahaan mengakhiri hubungan kerja Karyawan Waktu Tertentu sebelum berakhirnya Jangka Waktu Kontrak karena alasan selain yang disebutkan dalam Pasal 36 Ayat 2.a, Perusahaan, wajib membayar kepada Karyawan Waktu Tertentu ganti rugi sebesar upah Karyawan Waktu Tertentu sampai dengan waktu seharusnya berakhirnya Perjanjian Kerja Waktu Tertentu. Ketentuan mengenai pemberian ganti rugi ini tidak berlaku dalam hal Perusahaan mengakhiri hubungan kerja Karyawan Waktu Tertentu karena alasan mendesak sebagaimana dimaksud dalam Pasal 36 Ayat 2.a.
- f. Dalam hal Karyawan Waktu Tertentu mengakhiri Perjanjian Kerja Waktu Tertentu sebelum berakhirnya Jangka Waktu Kontrak, Karyawan Waktu Tertentu wajib membayar kepada Perusahaan ganti rugi sebesar upah Karyawan Waktu Tertentu sampai dengan waktu seharusnya berakhirnya Perjanjian Kerja Waktu Tertentu.

severance pay, long service pay, separation pay and compensation of rights as well as other payments to Definite Period Employees.

- b. Termination of employment, either by the Company or Definite Period Employees, will be conducted in accordance with the prevailing laws and regulations.
- c. The Company may terminate the Definite Period Employees by providing prior written notice at least 30 (thirty) calendar days. The procedure for termination of employment shall follow the provisions of the applicable Indonesian labor laws and regulations.
- d. With due observation of the applicable laws and regulations on the procedure for terminating an employment relationship, the Company may terminate the employment relationship of the Definite Period Employee for urgent reasons as mentioned in Article 36 Paragraph 2.a.
- e. If the Company terminates the Definite Period Employees before the expiry of the Contract Period for reasons other than as mentioned in Article 36 Paragraph 2.a, the Company, is obligated to pay to the Definite Period Employees compensation in the amount equal to the Definite Period Employee's salary up until the time that the Definite Period Employment Agreement should have expired. The aforementioned provision on compensation does not apply if that the Company terminates the Definite Period Employee due to urgent reason as meant in Article 36 Paragraph 2.a.
- f. If the Definite Period Employees terminate the Definite Period Employment Agreement prior to the expiry of the Contract Period, the Definite Period Employees are obliged to pay the Company, compensation in the amount equal to the Definite Period Employees' salary up until the time that the Definite Period Employment Agreement should have expired.

**Pasal 37**  
**Uang Pisah**

Uang pisah harus ditentukan berdasarkan peraturan perundang-undangan ketenagakerjaan yang berlaku dan jumlahnya disesuaikan dengan kapasitas Perusahaan, sebagai berikut:

1. Uang Pisah diberikan kepada karyawan yang mengajukan permohonan pengunduran dirinya secara tertulis selambat-lambatnya 3 (tiga) bulan sebelum hari terakhir bekerja. Karyawan yang mengajukan pengunduran diri kurang dari 3 (tiga) bulan sebelum hari terakhir bekerja, tidak berhak atas Uang Pisah. Jumlah uang pisah bagi Karyawan yang mengundurkan diri atas kehendaknya sendiri diatur sebagai berikut:
  - a. Untuk masa kerja dari 3 (tiga) tahun atau lebih tetapi kurang dari 6 (enam) tahun akan diberikan 1/4 (satu per empat) bulan upah.
  - b. Untuk masa kerja 6 (enam) tahun atau lebih tetapi kurang dari 9 (sembilan) tahun akan diberikan 1/2 (satu per dua) bulan upah.
  - c. Untuk masa kerja 9 (sembilan) tahun atau lebih akan diberikan 1 (satu) bulan upah.
2. Jumlah uang pisah untuk Karyawan yang absen tanpa izin selama 5 (lima) hari kerja berturut-turut atau lebih tanpa pernyataan tertulis dan tanpa melengkapi bukti-bukti yang sah dan telah dipanggil oleh Manajemen Perusahaan 2 (dua) kali secara tertulis dan tepat, sehingga hubungan kerjanya diputus karena dianggap mengundurkan diri diatur sebagai berikut:
  - a. Untuk masa kerja dari 3 (tiga) tahun atau lebih tetapi kurang dari 6 (enam) tahun akan diberikan 1/4 (satu per empat) bulan upah.
  - b. Untuk masa kerja 6 (enam) tahun atau lebih tetapi kurang dari 9 (sembilan) tahun akan diberikan 1/4 (satu per empat) bulan upah.
  - c. Untuk masa kerja 9 (sembilan) tahun atau lebih akan diberikan 1/4 (satu per empat) bulan upah.

**Article 37**  
**Separation Pay**

Separation pay shall be specified based on the prevailing labor laws and regulations and the amount thereof shall be adjusted to the Company's capacity, as follows:

1. Separation Money shall be given to employee who submit his/her written resignation letter and serves the notice period of 3 (three) months before effective date of his/her resignation. Employee who submit his/her resignation less than 3 (three) months from his/her notice period shall not be entitled for Separation Money. The amount of separation pay for Employees resigning on their own is regulated as follows:
  - a. For the service period of 3 (three) years or more but less than 6 (six) years shall be given 1/4 (one-fourth) times one-month wage.
  - b. For the Service Period of 6 (six) years or more but less than 9 (nine) years shall be given 1/2 (one-half) times one-month wage.
  - c. For the Service Period of 9 (nine) years or more shall be given 1 (one) times one-month wage.
2. The amount of separation pay for Employees who are absent without permission for 5 (five) consecutive workdays or more without any written statement and not complete with valid proofs and who have been summoned by the Company Management 2 (two) times in writing and appropriately, so that their employment is terminated for they are qualified as resigning, is regulated as follows:
  - a. For the service period of 3 (three) years or more but less than 6 (six) years shall be given 1/4 (one-fourth) times one-month wage.
  - b. For the Service Period of 6 (six) years or more but less than 9 (nine) years shall be given 1/4 (one-fourth) times one-month wage.
  - c. For the Service Period of 9 (nine) years or more shall be given 1/4 (one-fourth) times one-month wage.

3. Jumlah uang pisah untuk Karyawan yang hubungan kerjanya putus karena alasan mendesak adalah sebagaimana ditentukan dalam Pasal 36 Ayat 2.d Peraturan Perusahaan ini.

**Pasal 38**  
**Pembebasan Tugas Sementara/Skorsing**

1. Karyawan dapat dibebaskan sementara/skorsing dari tugas pekerjaan untuk kasus pelanggaran yang memerlukan penyelidikan, pemeriksaan Keamanan, dan/atau tindakan yang bisa berakibat pemutusan hubungan kerja.
2. Karyawan akan tetap menerima gaji serta hak-hak lainnya yang biasa diterima sebagai Karyawan selama status pembebasan tugas sementara/skorsing.
3. Pembebasan tugas sementara akan dicabut jika keputusan tindakan disiplin atas hasil investigasi telah ditetapkan.

**Pasal 39**  
**Demobilisasi**

1. Pengembalian Perlengkapan

Apabila hubungan kerja Karyawan putus karena pensiun, pengunduran diri, atau alasan apapun lainnya, Karyawan yang bersangkutan harus mengembalikan semua alat dan barang-barang lainnya milik Perusahaan yang digunakan dan/ atau diberikan kepadanya. Selama alat-alat atau barang-barang belum dikembalikan maka uang sejumlah harga alat atau barang-barang tersebut (menurut harga yang ditentukan oleh Perusahaan) akan diperhitungkan dengan pembayaran haknya yang akan diterimanya dari Perusahaan

2. Surat Keterangan Kerja

Karyawan yang putus hubungan kerjanya akan menerima hak-haknya dan dapat diberikan Surat Keterangan Kerja.

3. The amount of separation pay for Employees terminated for urgent reasons is as provided under Article 36 Paragraph 2.d of these Company Regulations.

**Article 38**  
**Temporary Relief From Duty**

1. Employees shall be subject to temporary relief from duty for cases of violations requiring investigation, security and/or measures that are subject to termination.
2. Employees shall receive their regular salaries and other normal entitlements during temporary relief from duty status.
3. Temporary relief from duty status shall be withdrawn upon decision of disciplinary measures that has been made based on the result of investigation.

**Article 39**  
**Demobilization**

1. Clearance

In the event an Employee discontinues the employment due to pension, resignation, or any other reasons, he/she shall be obliged to return all the Company's equipment and goods which he/she has used and/or has been provided with. Until all the equipment/goods are returned, the amount equivalent to the price of these equipment/goods (the amount of which shall be determined by the Company) shall be calculated against the payment he/she owes with the payment of his/her entitlements to receive from the Company.

2. Employment Certificate

An employee who is terminated will receive all his/her entitlement settlement and may receive Employment Certificate.

**BAB XIII**  
**KERAHASIAAN DAN KEKAYAAN**  
**INTELEKTUAL**

**Pasal 40**  
**Kerahasiaan**

1. Karyawan mengakui dan menyadari bahwa selama hubungan kerjanya dengan Perusahaan, Karyawan akan memiliki akses terhadap dan akan dipercayakan dengan informasi yang bersifat rahasia atau merupakan milik Perusahaan atau setiap Afiliasinya atau setiap klien, pelanggan, kontraktor dan pemasok saat ini dari Perusahaan atau setiap Afiliasinya, mantan klien, pelanggan, kontraktor dan pemasok dari Perusahaan atau setiap Afiliasinya, maupun calon klien, pelanggan, kontraktor dan pemasok dari Perusahaan atau setiap Afiliasinya, yang berkaitan dengan:
  - a. bisnis, pengaturan keuangan atau posisi dari Perusahaan atau setiap Afiliasi, atau klien, pelanggan, kontraktor dan pemasok mereka masing-masing; atau
  - b. setiap rancangan, transaksi, atau urusan bisnis Perusahaan atau setiap Afiliasi, atau klien, pelanggan, kontraktor dan pemasok mereka saat ini, mantan klien, pelanggan, kontraktor dan pemasok mereka, atau calon klien, pelanggan, kontraktor dan pemasok mereka.
2. Selama bekerja untuk Perusahaan dan setiap saat sesudahnya, kecuali atas izin tertulis sebelumnya dari Perusahaan, Karyawan akan menjaga kerahasiaan dan tidak akan mengungkapkan kepada orang atau badan manapun serta akan senantiasa menggunakan upaya terbaiknya untuk mencegah dipublikasikannya, digunakannya, atau diungkapkannya setiap informasi sebagaimana dimaksud dalam Pasal 40.1.
3. Tanpa membatasi sifat umum dari rahasia dagang atau informasi rahasia yang dijelaskan dalam Pasal 40.1, kewajiban Karyawan sebagaimana diatur dalam Pasal 40 ini juga berlaku pada informasi berikut ini:
  - a. Rencana dan usaha strategis Perusahaan dan setiap Afiliasi.

**CHAPTER XIII**  
**CONFIDENTIALITY AND INTELLECTUAL**  
**PROPERTY**

**Article 40**  
**Confidentiality**

1. The Employee acknowledges and is aware that during the course of employment with the Company, the Employee will have access to and be entrusted with information which are confidential or proprietary to the Company or any of its Affiliates or their respective current, former or potential clients, customers, contractors and suppliers, with respect to:
  - a. the business, financial arrangements or position of the Company or any Affiliate, or their respective current, former or potential clients, customers, contractors and suppliers; or
  - b. any of the dealings, transactions or affairs of the business of the Company or any Affiliate, or their respective current, former or potential clients, customers, contractors and suppliers.
2. During the course of employment with the Company and at any time thereafter, except with prior written consent from the Company, the Employee shall maintain in confidence and shall not divulge to any person(s) or entity(ies) and shall use his/her best endeavours to prevent the publication, use or disclosure of any such information as referred to in Article 40.1.
3. Without limiting the generality of information described in Article 40.1, the Employee's undertaking under this Article 40 will also apply to information listed below:
  - a. The Company and any its Affiliate's business and strategic plans.

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| <p>b. Anggaran dan proyeksi keuangan Perusahaan dan setiap Afiliasi.</p> <p>c. Informasi, memoranda, catatan, film, foto, rekaman, bagan, formula/rumus, gambar, sketsa, piranti lunak (<i>software</i>), piranti keras (<i>hardware</i>), dokumen atau pengetahuan yang sifatnya rahasia yang berkaitan dengan urusan bisnis, keuangan atau transaksi Perusahaan dan setiap Afiliasi.</p> <p>d. Manual, prosedur, program komputer, kebijakan dan prosedur Perusahaan dan setiap Afiliasi.</p> <p>e. Informasi atau data yang ditetapkan, dinamai atau diperlakukan oleh Perusahaan atau setiap Afiliasi sebagai rahasia.</p> | <p>b. The Company and any Affiliate's budgets and financial projections.</p> <p>c. Information, memoranda, notes, films, photos, records, charts, formulas, drawings, sketches, software, hardware, documents or knowledge that by their nature are confidential relating to the business affairs, finances or transactions of the Company and any Affiliate.</p> <p>d. Manuals, procedures, computer programs, policies and procedures of the Company and any Affiliate.</p> <p>e. Information or data that is designated, labelled or treated by the Company or any Affiliate as confidential.</p> |
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| <p>4. Apabila diminta oleh Perusahaan untuk melakukannya, Karyawan setuju untuk menandatangani suatu perjanjian kerahasiaan dengan Perusahaan atau Afiliasi manapun, atau dengan klien, pelanggan, kontraktor dan pemasok mereka masing-masing, sebagaimana diperlukan oleh Perusahaan.</p> <p>5. Pada saat berakhirnya hubungan kerja Karyawan karena alasan apapun atau setiap saat diminta oleh Perusahaan selama Karyawan bekerja untuk Perusahaan, Karyawan setuju untuk mengembalikan setiap informasi yang bersifat rahasia atau mempunyai hak kepemilikan sebagaimana dimaksud dalam Pasal 40 ini kepada Perusahaan atau kepada setiap orang yang diberikan wewenang oleh Perusahaan.</p> <p>6. Putusnya hubungan kerja Karyawan dengan Perusahaan karena alasan apapun tidak akan mempengaruhi kewajiban-kewajiban Karyawan sebagaimana diatur dalam Pasal ini.</p> <p>7. Untuk kepentingan Peraturan Perusahaan ini, "<b>Afiliasi</b>" berarti setiap korporasi, kemitraan, firma atau badan lain yang secara langsung atau tidak langsung mengendalikan, dikendalikan oleh, atau berada di bawah pengendalian yang sama dengan Perusahaan.</p> | <p>4. Upon request of the Company to do so, the Employee agrees to enter into such confidentiality agreement with the Company or any Affiliate, or any of their respective clients, customers, contractors and suppliers, as the Company may require.</p> <p>5. Upon termination of his/her employment for any reason or at the request of the Company at any time during the course of his/her employment, the Employee agrees to immediately return any information which are confidential or proprietary as provided under this Article 40 to the Company or to any person authorized by the Company.</p> <p>6. Termination of the Employee's employment with the Company for any reason shall not affect the obligations of the Employee as set out in this Article.</p> <p>7. For the purposes of this Company Regulation, "<b>Affiliate</b>" means any corporation, partnership, firm or other entity which directly or indirectly controls, is controlled by, or is under common control with the Company</p> |
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**Pasal 41**  
**Kekayaan Intelektual**

1. Seluruh bahan-bahan dan piranti lunak yang diberikan dan dibayar oleh Perusahaan serta seluruh bahan-bahan dan piranti lunak yang dibuat atau digunakan oleh Karyawan dalam bekerja atas nama Perusahaan menjadi dan senantiasa merupakan hak milik eksklusif Perusahaan. Karyawan tidak akan mengambil atau memberikan izin untuk diambilnya bahan-bahan atau alat-alat dari kantor Perusahaan tanpa otorisasi tertulis.
2. Karyawan dengan ini mengalihkan (termasuk dengan cara pengalihan di kemudian hari) kepada Perusahaan seluruh hak, kepemilikan, kepentingan, termasuk hak atas kekayaan intelektual, dalam dan pada seluruh karya yang dibuat, ditulis, dipikirkan, dikurangi pada praktek atau dihasilkan secara perorangan atau bekerjasama dengan karyawan lain:
  - a. selama masa kerja Karyawan (baik selama jam kantor atau menggunakan alat tulis atau peralatan kantor);
  - b. dengan pertolongan, bantuan atau penggunaan sumber-sumber daya Perusahaan (seperti kekayaan intelektualnya, informasi rahasia, atau peralatan yang berkaitan dengan usaha dari waktu ke waktu yang dilakukan oleh Perusahaan); atau
  - c. akibat dari atau dalam kaitan dengan setiap pekerjaan, jasa atau tugas-tugas yang dilaksanakan oleh Karyawan untuk Perusahaan.

(seluruh hak, kepemilikan dan kepentingan tersebut bersama-sama disebut "**Karya Perusahaan**") dan berjanji kepada Perusahaan atas biayanya sendiri untuk menandatangani semua surat-surat dan melakukan semua tindakan lainnya sebagaimana yang dimintakan oleh (termasuk tetapi tidak terbatas kepada membantu dalam setiap permohonan untuk menjaminkan surat-surat, paten, pendaftaran rancang dan pendaftaran kekayaan intelektual lainnya, di negara manapun di dunia dan membantu pengalihan Karya Perusahaan oleh Perusahaan kepada pihak lain manapun) oleh Perusahaan atas kebijaksanaannya sendiri, untuk melindungi,

**Article 41**  
**Intellectual Property**

1. All materials and software provided and paid for by the Company and all materials and software prepared by or worked on by the Employee on behalf of the Company shall be and shall remain the exclusive property of the Company. The Employee will not remove or permit to be removed any material or equipment from the Company's offices without written authorization.
2. The Employee hereby assign (including by way of future assignment) to the Company all rights, title and interests, including Intellectual Property Rights, in and to all works the Employee makes, writes, conceives, reduces to practice or produces individually or in collaboration with others:
  - a. in the course of the Employee's employment (whether or not during office hours or using office stationery or equipment);
  - b. with the aid, assistance or use of the resources of the Company (such as its intellectual property, confidential information, or equipment relating to the business from time to time carried on by the Company); or
  - c. as a result of or in connection with any work, services or duties performed by the Employee for the Company.

(all such rights, title and interests are collectively known as "**Company Works**") and undertake with the Company at its expense to sign all papers and do all other acts as may be required (including but not limited to assisting in any application to secure letters patent, design registrations and other intellectual property registrations in any country of the world and assisting in any assignments of the Company Works by the Company to any other party) by the Company in its sole discretion, to protect, perfect or enforce any of the rights granted or promised to the Company.

menyempurnakan atau menegakkan setiap hak yang diberikan atau dijanjikan kepada Perusahaan.

3. Karyawan, dengan tidak dapat dicabut kembali, setuju untuk tidak melaksanakan hak-hak moral dalam Karya Perusahaan yang mungkin dimiliki Karyawan berdasarkan undang-undang yang berlaku dan setiap hak moral lainnya di mana Karyawan memiliki hak atau dapat memiliki hak berdasarkan undang-undang manapun yang saat ini ada atau yang berlaku di kemudian hari di bagian manapun di dunia.
  4. Untuk maksud Peraturan Perusahaan ini, "**Hak-Hak Kekayaan Intelektual**" berarti seluruh hak cipta, paten, merek dagang, merek jasa, hak rancang, desain terdaftar, hal desain, hak database, nama dagang atau usaha, hak-hak yang melindungi rahasia dagang dan informasi rahasia, hak-hak yang melindungi itikad baik dan reputasi, dan seluruh hak kepemilikan serupa atau yang berkaitan dan seluruh aplikasi hak-hak tersebut, baik yang ada sekarang atau yang diciptakan di kemudian hari, di manapun di dunia ini, baik yang terdaftar atau tidak terdaftar, dan seluruh manfaat, hak istimewa, hak untuk menggugat, memulihkan kerusakan dan mendapat pembelaan atas setiap pelanggaran di masa lalu, saat ini, maupun di kemudian hari, penyalahgunaan atau pelanggaran terhadap hak-hak tersebut di atas dan "**Karya**" berarti perangkat lunak, program, naskah, macro dan kode dari setiap tipe atau bahasa, penemuan, ide, proses, metode, karya penciptaan, dokumen, artikel, laporan dan/atau setiap pokok atau materi, dalam bentuk dan media apapun (termasuk ekuivalen digital, dari semua hal pokok tersebut di atas).
  5. Ketentuan dalam Pasal 41 ini tetap berlaku setelah pemutusan hubungan kerja Karyawan.
3. The Employee hereby irrevocably and unconditionally agrees not to exercise all moral rights in the Company Works which the Employee may have under any applicable law and any other moral rights to which the Employee is or may be entitled to under any law now existing or in future applicable in any part of the world.
  4. For the purposes of this Company Regulation, "**Intellectual Property Rights**" shall mean all copyright, patents, trade marks, service marks, layout design rights, registered designs, design rights, database rights, trade or business names, rights protecting trade secrets and confidential information, rights protecting goodwill and reputation, and all other similar or corresponding proprietary rights and all applications for the same, whether presently existing or created in the future, anywhere in the world, whether registered or not, and all benefits, privileges, rights to sue, recover damages and obtain relief for any past, current or future infringement, misappropriation or violation of any of the foregoing rights and "**Works**" shall mean software, programs, scripts, macros and any code of any type or language, inventions, discoveries, ideas, processes, methods, works of authorship, documents, articles, reports and/or any other subject matter or materials, in whatever form or medium (including digital equivalents of all the aforementioned subject matter).
  5. The provision of this Article 41 shall survive the termination of the Employee's employment.

**BAB XIV**  
**KESEMPATAN KERJA YANG SAMA,**  
**PELECEHAN DAN DISKRIMINASI**

**Article 42**  
**Kesempatan Kerja yang Sama**

Perusahaan menerapkan kebijakan kesempatan kerja yang sama. Dasar kebijakan ini mensyaratkan agar Perusahaan setiap saat mempekerjakan tenaga kerja terbaik untuk mengisi organisasi Perusahaan dan agar Perusahaan memberikan kepada Karyawannya tempat kerja yang bebas dari bentuk diskriminasi apapun. Apabila Karyawan menemukan praktek atau prosedur di Perusahaan yang tidak sesuai dengan kebijakan di atas, Karyawan diharapkan untuk melaporkan hal tersebut kepada Perusahaan.

**Article 43**  
**Pelecehan Dan Diskriminasi**

1. Perusahaan mengakui hak Karyawannya atas lingkungan kerja yang bebas dari bentuk diskriminasi, pelecehan, dan fitnah dan oleh karenanya melarang praktek diskriminasi, pelecehan dan fitnah yang didasarkan pada, antara lain, jenis kelamin, warna kulit, suku, ras, kepercayaan agama, politik, bangsa, status perkawinan, kehamilan, usia, cacat fisik atau kecerdasan.
2. Perusahaan tidak akan memberikan toleransi atas tingkah laku asusila di tempat kerja. Pelecehan atau diskriminasi sering terjadi tanpa saksi dan korban sering takut didiskreditkan dan dihina, sehingga korban jarang bersedia melaporkan pelecehan atau diskriminasi tersebut.
3. Karyawan yang merasa dilecehkan atau menerima perlakuan diskriminasi tidak perlu takut untuk melaporkan pelecehan atau perlakuan diskriminasi tersebut. Perusahaan akan melindungi Karyawan yang menyampaikan laporan yang benar mengenai diskriminasi atau pelecehan dan akan berupaya untuk menyelesaikan seluruh kasus pelecehan atau diskriminasi dengan adil.

**CHAPTER XIV**  
**EQUAL OPPORTUNITY, HARASSMENT**  
**AND DISCRIMINATION**

**Article 42**  
**Equal Opportunity**

The Company applies the job equal opportunity policy. This policy requires the Company to at all times hire the best personnel to fill in the Company's organization and provide its Employees with the discrimination-free working environment. In the event that the Employee finds any practice or procedure within the Company that may not be consistent with the policy above, the Employee is expected to report this to the Company.

**Article 43**  
**Harassment and Discrimination**

1. The Company acknowledges the rights of Employee to the working environment which is free from any form of discrimination, harassment and slander, and therefore prohibits any discrimination, harassment and slander practice based on, among others, sex, color, ethnic, race, religion, politic, nationality, marital status, pregnancy, age, physical or mental disability.
2. The Company shall not tolerate any immoral act at the workplace. The harassment or discrimination practice mostly takes place without witness and the victim is always afraid of being discredited and humiliated that he/she rarely reports such harassment or discrimination.
3. Any Employee who finds him/herself being harassed or treated discriminatively should not be afraid of reporting such harassment or discrimination practice. The Company shall protect the Employee who files a proper report on discrimination or harassment and attempt to resolve all of the harassment or discrimination cases fairly.

**BAB XV  
PENUTUP**

**Pasal 44  
Masa Berlaku**

1. Peraturan Perusahaan ini berlaku dan mengikat Perusahaan dan Karyawan selama 2 (dua) tahun, terhitung mulai tanggal disahkan oleh Dinas Tenaga Kerja dan Transmigrasi Provinsi DKI Jakarta..

Selanjutnya masa berlaku Peraturan Perusahaan ini akan diperbaharui untuk periode 2 (dua) tahun berikutnya dengan memperhatikan saran-saran Karyawan, kondisi Perusahaan dan faktor eksternal terkait lainnya.

2. Apabila pada waktu berakhirnya masa berlaku Peraturan Perusahaan ini tidak terdapat perubahan di dalamnya, maka Peraturan Perusahaan ini akan tetap berlaku sampai dikeluarkannya Surat Keputusan pengesahan yang baru oleh Dinas Tenaga Kerja dan Transmigrasi terkait.

**Pasal 45  
Penutup**

1. Hal-hal yang belum atau tidak cukup diatur di dalam Peraturan Perusahaan ini akan diatur kemudian hari dengan memperhatikan ketentuan perundang-undangan ketenagakerjaan yang berlaku.
2. Apabila ada ketentuan kerja dalam Peraturan Perusahaan yang bertentangan dengan peraturan perundang-undangan yang berlaku maka bagian tersebut batal demi hukum dan yang berlaku peraturan perundangan yang berlaku.
3. Peraturan Perusahaan ini dibuat dalam 2 (dua) bahasa yaitu Bahasa Indonesia dan Bahasa Inggris. Apabila terjadi perbedaan pemahaman dan atau penafsiran terhadap Peraturan Perusahaan ini, maka yang dipergunakan adalah versi Bahasa Indonesia.
4. Untuk menjaga keseragaman dan konsistensi pelaksanaan Peraturan Perusahaan, Departemen Sumber Daya Manusia ditetapkan sebagai pihak yang berwenang untuk memberikan penafsiran terhadap kebijakan dan Peraturan Perusahaan dan/atau hal-hal

**CHAPTER XV  
CLOSING**

**Article 44  
Effective Period**

1. This Company Regulation shall be valid and binding upon the Company and Employees for a period of 2 (two) years starting from date of ratification by the relevant Office of Manpower and Transmigration of the DKI Jakarta Province.

This Company Regulation can be extended for another period of 2 (two) years by taking into account suggestions from Employees, Company condition, and relevant external factors.

2. Should there be no amendment at the time this Company Regulation expires, it shall remain valid and be automatically extended until its replacement is ratified by the relevant Office of Manpower and Transmigration.

**Article 45  
Closing**

1. Matters that have not been or not sufficiently stipulated in the Company Regulation shall be stipulated on a later date taking into account the prevailing labor laws and regulations.
2. Any employment stipulations herein that are contradictory to the prevailing laws regulations shall become void and shall be preceded by the prevailing labor laws and regulations.
3. This Company Regulation is made in two languages ie Indonesian and English versions. Should any discrepancy arise on the understanding/interpretation of this Company Regulation, the Indonesian version shall apply.
4. In order to maintain uniformity and consistency of implementation of Company Regulation, Department of Human Resources has been determined as the authorized party in interpretation of Company policy and regulation and/or other provisions that have

terkait lainnya yang belum diatur dalam Peraturan Perusahaan, dengan tetap memperhatikan peraturan perundang-undangan yang berlaku.

5. Peraturan Perusahaan akan dibagikan kepada setiap Karyawan untuk diketahui dan dilaksanakan sebagai mestinya.

not been stipulated in the Company Regulation, with due observation of the prevailing laws and regulations.

5. This Company Regulation shall be distributed to each Employee for information and implementation as required.

**Jakarta, 18 Agustus 2017**

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*President Director*

[CONFIDENTIAL INFORMATION DELETED]

## LAMPIRAN I DEFINISI

Istilah berikut ini digunakan dalam Peraturan Perusahaan ini dan, kecuali secara tegas ditafsirkan lain dalam pasal-pasal lainnya di dalam Peraturan Perusahaan ini, hanya dapat diartikan sebagaimana diuraikan di bawah ini.

**Perusahaan:** PT Energi Bayu Jeneponto

**Karyawan:** ialah karyawan yang diperkerjakan oleh Perusahaan untuk waktu tidak tertentu berdasarkan Perjanjian Kerja untuk Waktu Tidak Tertentu (PKWTT).

**Karyawan PKWT:** ialah karyawan yang diperkerjakan oleh Perusahaan untuk waktu tertentu untuk melakukan jenis pekerjaan tertentu yang sifatnya sementara. Syarat dan kondisi Karyawan untuk waktu tertentu dituangkan dalam Perjanjian Kerja Waktu Tertentu (PKWT).

**Karyawan Non-Staff:** Karyawan yang posisinya berhak untuk menerima upah lembur untuk jam bekerja diluar jam kerja normal.

**Karyawan Staff:** Karyawan yang tugas utamanya melibatkan pekerjaan yang memerlukan spesialisasi, pengetahuan yang maju, mengarahkan pekerjaan subordinasi dan secara teratur menerapkan kebijaksanaan dan penilaian independen yang profesional, eksekutif dan administratif dan tidak berhak atas upah lembur.

**Pemegang Jabatan Korporasi:** Karyawan yang memegang jabatan atau peran berikut ini di Perusahaan: Direktur, General Manager dan Kepala Departemen.

**Hari istirahat:** Suatu hari penuh dimana Karyawan tidak diwajibkan untuk bekerja oleh Perusahaan. Hari istirahat dapat jatuh pada hari apapun hari suatu minggu tergantung dari jadwal kerja.Karyawan.

**Tanggung:** Pasangan pasangan hidup dan anak-anak sah Karyawan yang terdaftar pada Perusahaan dan yang kelangsungan hidupnya sepenuhnya tergantung pada Karyawan.

## APPENDIX I DEFINITION

The following terms are used in this Company Regulation and unless expressly stated otherwise in other articles in this Company Regulation, can only be interpreted as per definition below.

**Company:** PT Energi Bayu Jeneponto

**Employee:** is an employee who is employed by the Company for an indefinite period based on an Indefinite Period Employment Agreement (PKWTT).

**Contract Employee:** is an employee who is employed by the Company for a definite period of time to perform certain types of work that are temporary in nature. The terms and conditions of employment of a Definite Period Employee are provided in the relevant Definite Period Employment Agreement (PKWT).

**Non-Staff Employee:** Employees whose positions are entitled to receive overtime pay for hours worked in excess of the normal work hours.

**Staff Employee:** Employees whose primary duty involves work requiring specialized, advanced knowledge, directing the work of subordinates, and regularly exercise discretion and independent judgment in the area of professional, executive, and administrative and are not entitled to overtime pay.

**Corporate Title Holders:** Employees who hold any of the following titles or roles within the Company: Director, General Manager and Department Head.

**Day-off:** A full day when the Employee is not scheduled to work by the Company. Day-off may occur on any day of the week depending on the Employee's work schedule.

**Dependents:** Employee's legitimate spouse and children registered with the Company and whose life subsistence only depends on the Employee.

1. **Tanggungjan Anak** dijelaskan sebagai berikut:

- a. Tanggungan anak adalah 3 (tiga) anak yang sah (anak pertama, kedua, dan ketiga) yang terdaftar di Perusahaan, belum berusia 21 (dua puluh satu) tahun, belum bekerja atau menikah dan masih mengikuti pendidikan formal.
- b. Bila Karyawan memiliki lebih dari 3 (tiga) anak dan salah satu dari 3 (tiga) anak tersebut tidak memenuhi kriteria di atas, hak tersebut dapat dialihkan ke adik-adiknya. Dengan demikian, anak ke 4 (empat) dapat dianggap anak ke 3 (tiga) bila anak 1 (pertama), anak ke 2 (dua) atau anak ke 3 (tiga) tidak lagi berhak atas tunjangan tersebut, dan seterusnya.

2. **Tanggungjan Suami/Isteri** adalah isteri atau suami Karyawan yang terdaftar pada Perusahaan selama masih ada ikatan hubungan kerja Karyawan.

**Pendapatan Kotor:** Penghasilan yang terdiri dari upah pokok bulanan ditambah dengan penghasilan lain seperti upah, lembur, premi shift (apabila berlaku) dan tunjangan lainnya, sebelum dipotong pajak PPh-21.

**Tempat Penerimaan Karyawan:** Tempat dimana Karyawan diterima bekerja sesuai dengan kesepakatan yang dibuat antara Perusahaan dan Karyawan pada waktu Kesepakatan Kerja dibuat dan ditandatangani.

**Tempat Penugasan:** Tempat basis penugasan yang ditentukan oleh Perusahaan sewaktu Kesepakatan Kerja dibuat dan dapat berubah sebagai akibat dari pemindahan tempat tugas.

**Keluarga** adalah:

- a. Bagi Karyawan pria: Karyawan dan 1 (satu) isteri serta anak-anak tanggungan yang sah (maksimum 3 (tiga) anak) yang didaftarkan ke Perusahaan.
- b. Bagi Karyawan wanita: Karyawan dan suami serta anak-anak (maksimum 3 anak) dalam hal Karyawan adalah seorang wanita menikah, dan dia bertindak sebagai kepala keluarga.

1. **Dependent Children** shall be described as follows:

- a. Entitled dependent children shall be 3 (three) legitimate children (the first, second, and third) registered with the Company, have not reached 21 (twenty-one) years old, have never been married or engaged in paid employment, and still attending formal education;
- b. In the case an Employee has more than 3 (three) children and one of the above 3 (three) children do not meet the above criteria, his/her entitlement can be transferred to young brother/sister. Therefore, the fourth shall be regarded as the third child in the case the first, second, or third child is no longer entitled for allowance.

2. **Dependent Spouse** shall be the legal wife or husband of the Employee as registered with the Company during his/her terms of employment.

**Gross Income:** The gross income consisting of monthly base wage added to other incomes, such as overtime, shift premium (if applicable), prior to PPh-21 tax is withheld.

**Point of Hire:** The place where an Employee is hired in accordance with the agreement reached between the Company and the Employee at the time of the Employment Agreement is signed.

**Point of Agreement:** Work base location determined by the Company when an Employment Agreement is made and may change as a result of a transfer.

**Family:**

- a. For male Employee: Employee and 1 (one) legitimate wife and dependent children (maximum 3 (three) children) registered with the Company.
- b. For female Employee: Employee and husband and dependent children (maximum 3 children) where the Employee is a married female, and acts as the Head of the family.

**Kematian Normal:** Kematian yang terjadi secara alamiah dan bukan karena kecelakaan kerja, penyakit yang timbul karena hubungan kerja atau bunuh diri.

**Tunjangan:** Imbalan berupa uang atau bentuk lain di luar upah sehubungan dengan status/golongan/jabatan Karyawan dalam Perusahaan.

**Tunjangan Tetap:** Suatu pembayaran ke Karyawan yang dibuat secara teratur dan tidak berhubungan dengan kehadiran Karyawan atau pencapaian kinerja suatu pekerjaan tertentu.

**Kebijakan Perusahaan** merupakan wewenang manajemen yang dibuat berdasarkan pengecualian kasus per kasus.

**Normal Death:** A death occurred naturally and not due to industrial accident, occupational disease, or suicide.

**Allowance:** Remuneration in the form of money or other items not included in wage, in relation to Employee's status/grade/position in the Company.

**Fixed Allowance:** a payment to the Employee that is made regularly and is not related to the attendance of the Employee or the achievement of a certain job performance.

**Company's Discretion** shall be management decision on case by case basis.

**LAMPIRAN II  
SURAT PERNYATAAN TANDA TERIMA**

**APPENDIX II  
ACKNOWLEDGEMENT OF RECEIPT**

TANDA TERIMA	RECEIPT
<p>Saya yang bertanda tangan di bawah ini:</p> <p>Nama : _____</p> <p>No. ID : _____</p> <p>Departemen: _____</p> <p>Dengan ini menyatakan bahwa saya telah menerima buku Peraturan Perusahaan PT Energi Bayu Jeneponto, dan mengerti bahwa Peraturan Perusahaan ini memuat syarat dan kondisi kerja, serta hak-hak dan kewajiban Perusahaan dan saya sebagai Karyawan Perusahaan. Saya setuju untuk menaati semua ketentuan yang telah ditetapkan di dalam buku Peraturan Perusahaan.</p>	<p>I the undersigned below:</p> <p>Name : _____</p> <p>ID No : _____</p> <p>Department: _____</p> <p>Herewith stated that I have received a book of Company Regulation, PT Energi Bayu Jeneponto, and understand that this Company Regulation contains provisions relating to the terms and conditions of work as well as the rights and obligations of the Company and myself as an Employee of the Company. I agree to adhere to the provisions stipulated in the Company Regulation.</p>

Tanggal/Date :	
Tempat/Place :	
<p>Yang Menerima/Received by</p>  <p>_____</p> <p>Nama/Name:</p>	<p>Yang Menyerahkan/Served by</p>  <p>_____</p> <p>Nama/Name:</p>