

## **EXPANDED PUBLIC WORKS SPECIFICATION**

The following Specification is divided into the following compliance categories that must be fulfilled: -

1. EPWP NYS Specification
2. EPWP Reporting requirements
3. Project Steering Committee
4. Community Liaison Officer
5. DPW Projects Branding

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### **SL 01. SCOPE**

This project is part of the Expanded Public Works Programme (EPWP) and aims to train young people and provide them with practical work experience under the National Youth Service (NYS) training. Youth aged between 18 and 35 will be recruited through EPWP processes and be trained in skills relevant to the work done on this project.

An accredited Training Service Provider contracted by a contractor in conjunction with EPWP processes (where EPWP NYS Coordinator will give guidance) conducts the training of the youth employed. The contracted Training Service Provider always provides the Contractor with an update on each youth that received training.

The Contractor will be required in both (training and on-site exposure) to employ all the youth for a minimum period of 9 - 12 months and not longer than 24 months in any five-year cycle. Furthermore, the Contractor available services of an adequately qualified foreman/ supervisor to act as their construction mentor for the duration of on-site training are required to specifically for EPWP NYS youth participants. The contractor employing youth in the programme may phase them throughout the project, as long all youth will receive their minimum duration stated earlier.

This specification contains the standard terms and conditions for Participants employed and trained in elementary occupations under the Special Public Works Programme (SPWP) for the National Youth Services Programme. These terms and conditions do NOT apply to person's permanent employed in the supervision and management under SPWP.

**SL 02. TERMINOLOGY AND DEFINITIONS****SL 02.01 TERMINOLOGY**

**02.01.01** “**SPWP**” – Means Special Public Works Programmes under the Code of Good Practice that is gazetted by the Department of Labour to provide for special conditions of employment for the EPWP projects and participants.

**02.01.02** “**EPWP**” – Expanded Public Works Programme under National Programmes of South Africa Government approved by the Cabinet.

**02.01.03** “**NYS**” – Means National Youth Service that is a structured skills development programme aimed to capacitate youth.

**SL 02.02 DEFINITIONS**

**02.02.1** “**Employer**” – means any Department employing Participants to work in elementary occupations on a SPWP.

**02.02.2** “**Client**” – means the Department of Public Works.

**02.02.3** “**Participants**” – a recipient/s of National Youth Service programme who benefits through participation in an elementary occupation on a SPWP.

**02.02.4** “**department**” – means any department of the State, implementing agent or contractor.

**02.02.5** “**elementary occupation**” – means any occupation involving unskilled or semi-skilled work.

**02.02.6** “**management**” – means any person employed by a department or implementing agency to administer or execute a SPWP.

**02.02.7** “**task**” – means a fixed quantity of work.

**02.02.8** “**task-based work**” – means work in which a Participant is paid a fixed rate for performing a task.

**02.02.9** “**task-rated Participant**” – means a Participant paid based on the number of tasks completed.

**02.02.10** “**time-rated Participant**” – means a Participant paid based on the length of time worked

**02.02.11** “**Service Provider**” – means the consultant appointed by Department to coordinate and arrange the employment and training of labour on EPWP infrastructure projects.

**SL 03. APPLICABLE LABOUR LAWS**

In line with the Expanded Public Works Programme (EPWP) policies, the Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of labour in government Notice No. R63 of 25 January 2002, of which extracts have been reproduced below, shall apply to works described in the scope of work that are undertaken by unskilled or semi-skilled Participants.

The Code of Good Practise for Employment and Conditions of Work for Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R64 of 25 January 2002 shall apply to works described in the scope of work that are undertaken by unskilled or semi-skilled Participants.

**SL 04. EXTRACTS FROM MINISTERIAL DETERMINATION REGARDING SPWP****SL 04.01 TERMS OF WORK**

04.01.01 Participants on a SPWP employed on a temporary basis.

04.01.02 A Participant may NOT be in employ for longer than 24 months in any five-year cycle on a SPWP.

04.01.03 Employment on a SPWP does not qualify as employment and a Participant so employed does not have to register as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

**SL 04.02 NORMAL HOURS OF WORK**

04.02.01 An employer may not set tasks or hours of work that require a Participant to work–

- (i) more than forty hours in any week
- (ii) on more than five days in any week; and
- (iii) for more than eight hours on any day.

04.02.02 An employer and a Participant may agree that the Participant will work four days per week. The Participant may then work up to ten hours per day.

04.02.03 A task-rated Participant may not work more than a total of 55 hours in any week to complete the tasks (based on a 40-hour week) allocated to him.

04.02.04 Every work is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the Participant ends work on one day until the time the Participant starts work on the next day.

**SL 04.03 MEAL BREAKS**

04.03.01 A Participant may not work for more than five hours without taking a meal break of at least thirty minutes duration.

04.03.02 An employer and Participant may agree on longer meal breaks.

04.03.03 A Participant may not work during a meal break. However, an employer may require a Participant to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another Participant. An employer must take reasonable steps to ensure that a Participant is relieved of his or her duties during the meal break.

04.03.04 A Participant is not entitled to payment for the period of a meal break. However, a Participant who is paid based on time worked must be paid if the Participant is required to work or to be available for work during the meal break.

**SL 04.04 DAILY REST PERIOD**

Every Participant is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the Participant ends work on one day until the time the Participant starts work on the next day.

**SL 04.05 WEEKLY REST PERIOD**

Every Participant must have two days off every week. A Participant may only work on their day off to perform work which must be done without delay and cannot be performed by Participants during their ordinary hours of work ("emergency work").

**SL 04.06 WORK ON SUNDAYS AND PUBLIC HOLIDAYS**

04.06.01 A Participant may only work on a Sunday or public holiday to perform emergency or security work.

04.06.02 Work on Sundays is paid in terms of Basic Conditions of Employment Act rate of pay.

04.06.03 A task-rated Participant who works on a public holiday must be paid –

- (i) the Participants daily task rate, if the Participant works for less than four hours.
- (ii) double the Participants daily task rate, if the Participant works for more than four hours.

04.06.04 A time-rated Participant who works on a public holiday must be paid –

- (i) the Participants daily rate of pay, if the Participant works for less than four hours on the public holiday.
- (ii) double the Participants daily rate of pay, if the Participant works for more than four hours on the public holiday.

**SL 04.07 SICK LEAVE**

04.07.01 Only Participants who work four or more days per week have the right to claim sick pay in terms of this clause.

04.07.02 A Participant who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the Participant has worked in terms of a contract.

04.07.03 A Participant may accumulate a maximum of twelve days' sick leave in a year.

04.07.04 Accumulated sick leave may not be transferred from one contract to another contract.

04.07.05 An employer must pay a task-rated Participant the Participants daily task rate for a day's sick leave.

04.07.06 An employer must pay a time-rated Participant the Participants daily rate of pay for a day's sick leave.

04.07.07 An employer must pay a Participant sick pay on the Participants usual payday.

04.07.08 Before paying sick-pay, an employer may require a Participant to produce a certificate stating that the Participant was unable to work on account of sickness or injury if the Participant is –

- (i) absent from work for more than two consecutive days: or
- (ii) absent from work on more than two occasions in any eight-week period.

04.07.09 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

04.07.10 A Participant is not entitled to paid sick leave for a work-related injury or occupational disease for which the Participant can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

**SL 04.08 MATERNITY LEAVE**

04.08.01 A Participant may take up to four consecutive months' unpaid maternity leave.

04.08.02 A Participant is not entitled to any payment or employment-related benefits during maternity leave.

04.08.03 A Participant must give her employer reasonable notice of when she will start maternity leave and when she will return to work.

04.08.04 A Participant is not required to take the full period of maternity leave. However, a Participant may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

- (i) A Participant may begin maternity leave: –

1. four weeks before the expected date of birth; or on an earlier date.

2. if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the Participant or that of her unborn child; or
3. if agreed to between employer and Participant; or
4. on a later date, if a medical practitioner, midwife or certified nurse has certified that the Participant is able to continue to work without endangering her health.

04.08.05 A Participant who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

04.08.06 A Participant who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

#### **SL 04.09 FAMILY RESPONSIBILITY LEAVE**

04.09.01 Participants, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances:-

- i. when the employee's child is born;
- ii. when the employee's child is sick;
- iii. in the event of the death of:-
  1. the employee's spouse or life partner
  2. the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling

#### **SL 04.10 STATEMENT OF CONDITIONS**

04.10.01 An employer must give a Participant a statement containing the following details at the start of employment:-

- i. the employer's name and address and the name of the SPWP;
- ii. the tasks or job that the Participant is to perform;
- iii. the period for which the Participant is hired or, if this is not certain, the expected duration of the contract;
- iv. the Participants rate of pay and how this is to be calculated;
- v. the training that the Participant may be entitled to receive during the SPWP.

04.10.02 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

04.10.03 An employer must supply each Participant with a copy of the relevant conditions of employment contained in this specification.

04.10.04 An employer must enter into a formal contract of employment with each employee. A copy of a pro-forma is attached at the end of this specification.

#### **SL 04.11 KEEPING RECORDS**

04.11.01 Every employer must keep a written record of at least the following –

- i. The Participant/s employment contract;
- ii. Payments (proof of payments) made to each Participant.
- iii. Certified copy of an Identity Document
- iv. Signed monthly attendance registers
- v. in the case of a task-rated Participant, the number of tasks completed by the Participant;
- vi. in the case of a time-rated Participant, the time worked by the Participant;

04.11.02 The employer must keep this record for a period of at least three years after the completion of the SPWP.

#### **SL 04.12 PAYMENT**

04.12.01 The Participants shall be remunerated monthly in terms of the amount agreed upon by Ministerial Determination 4 and paid monthly on the day agreed upon with the contractor.

04.12.02 Payment must be made through electronic fund transfer (EFT) into Participant bank account.

04.12.03 An employer must give a Participant the following information in writing –

- i. the period for which payment is made;
- ii. the number of tasks completed or hours worked;
- iii. the Participants earnings;
- iv. any money deducted from the payment;
- v. the actual amount paid to the Participant.

04.12.04 After the Participant is paid s/he must acknowledge receipt of payment by signing payment register.

04.12.05 If a Participants employment is terminated, the employer must pay all monies owing to that Participant within one month of the termination of employment.

**SL 04.13 DEDUCTIONS**

04.13.01 An employer may not deduct money from a Participants payment unless the deduction is required in terms of a law.

04.13.02 An employer who deducts money from a Participants pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.

04.13.03 An employer may not require or allow a Participant to:–

- repay any payment except an overpayment previously made by the employer by mistake;
- state that the Participant received a greater amount of money than the employer actually paid to the Participant;

**SL 04.14 HEALTH AND SAFETY**

04.14.01 Employers must take all reasonable steps to ensure that the working environment is healthy and safe and that all legal requirements regarding health and safety are strictly adhered to in accordance to Occupational Safety and Health Act no 85 of 1993

04.14.02 A Participant must:

- work in a way that does not endanger his/her health and safety or that of any other person;
- obey any health and safety instruction; in accordance to Occupational Safety and health Act no 85 of 1993
- use any personal protective equipment or clothing issued by the employer;
- report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

04.14.03 Employers must conduct occupational medical examinational fitness test.

**SL 04.15 COMPENSATION FOR INJURIES AND DISEASES**

04.15.01 It is the responsibility of employers to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

04.15.02 A Participant must report any work-related injury or occupational disease to their employer or manager.

04.15.03 The employer must report the accident or disease to the Compensation of Injuries and Diseases Act Commissioner within 07 days.

04.15.04 An employer must pay a Participant who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months.

04.15.05 The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

**SL 04.16 TERMINATION**

04.16.01 The employer may terminate the employment of a Participant provided he has a valid reason and after following existing termination procedures.

04.16.02 A Participant will not receive severance pay on termination.

04.16.03 A Participant is not required to give notice to terminate employment. However, a Participant who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

04.16.04 A Participant who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the Participant may be re-engaged if a position becomes available for the balance of the 24-month period.

04.16.05 A Participant who does not attend required training events, without good reason, will have terminated the contract. However, the Participant may be re-engaged if a position becomes available for the balance of the 24-month period.

**SL 04.17 CERTIFICATE OF SERVICE**

04.17.01 On termination of employment, a Participant is entitled to a certificate stating:–

- the Participants full name;
- the name and address of the employer;
- the SPWP on which the Participant worked;
- the work performed by the Participant;
- any training received by the Participant as part of the SPWP;
- the period for which the Participant worked on the SPWP;
- any other information agreed on by the employer and Participant.

**SL 05. EMPLOYER'S RESPONSIBILITIES**

The employer shall adhere to the conditions of employment as stipulated in the *Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes*. Over and above the conditions stipulated above, he shall be responsible to:

- 05.01 formulate and design a contract between himself/ herself and each of the recruited youth Participants, ensuring that the contract does not contravene any of the Acts stipulated in South African Law, e.g. Basic Conditions of Employment Act, etc. (A copy of a pro-forma contract is attached at the end of this specification);
- 05.02 screen and select suitable candidates for employment from the priority list of youth Participants provided by the Umsobomvu Youth Fund (UYF);
- 05.03 ensure that the recruited youth Participants are made available to receive basic life skills training which will be conducted and paid for by the Umsobomvu Youth Fund;
- 05.04 ensure that all youth Participants receive instruction on safety on site prior to them commencing with work on site;
- 05.05 ensure that all youth Participants are covered under workmen's compensation for as long as they are contracted to the contractor. Payment to the Compensation Commissioner shall be the responsibility of the contractor;
- 05.06 assist in the identification and assessment of potential youth Participants to undergo advanced technical training in respective trades;
- 05.07 test and implement strict quality control and to ensure that the health and safety regulations are adhered to;
- 05.08 provide all youth Participants with the necessary protective clothing as required by law for the specific trades that they are involved in.
- 05.09 provide overall supervision and day-to-day management of youth Participants and/or sub-contractors; and
- 05.10 ensure that all youth Participants are paid their wages on time through a pre-agreed payment method as stipulated in the contract with the youth Participant.

**SL 06. TRAINING OF YOUTH PARTICIPANTS****SL 06.01 PREAMBLE**

The Code of Good Practise for Employment and Conditions of Work for Special Public Works Programmes encourages:-

- 06.01.01 optimal use of locally-based labour in a Special Public Works Programme (SPWP);
- 06.01.02 a focus on targeted groups which consist of namely youth, consisting of women, female-headed households, disabled and households coping with HIV/AIDS; and
- 06.01.03 the empowerment of individuals and communities engaged in a SPWP through the provision of training.

**SL 07. YOUTH PARTICIPANTS SELECTION CRITERIA**

The youth Participants of the programmes should preferably be non-working individuals from the most vulnerable sections of disadvantaged communities who do not receive any social security pension income. The local community must, through all structures available, be informed of and consulted about the establishment of any EPWP–NYS.

In order to spread the benefit as broadly as possible in the community, a maximum of one person per household should be employed, taking local circumstances into account.

Skilled artisans from other areas may be employed if they have skills that are required for a project and there are not enough persons in the local communities who have those skills or who could undergo appropriate skills training. However, this should not result in more than 80% of persons working on a programme not being from local communities.

Programmes should set participation targets for employment with respect to youth, single male- and female-headed households, women, people with disabilities, households coping with HIV/AIDS, people who have never worked, and those in long-term unemployment.

- 07.01 The proposed targets as set out in sub clauses should accommodate:-
  - (i) 100% youth from 18 to 35 years of age;
  - (ii) 60% women;
  - (iii) 2% disabled.

**SL 08. PROVINSIONAL RATES OF PAY**

The payment conditions is that a proof be provided in the claim processing of the services rendered and of that cost incurred. The cost incurred means and referred to a periodical or once off proof of payment on any direct or indirect procured services in the EPWP-NYS training bill of quantity where their expenses are charged against line-item provisional sums. The

line items are set to have a mark-up/ profit value as a separate profit and attendance item to accommodate administration cost and transaction cost where necessary including any other cost incurred activities to render the service complete.

It is stipulated that youth Participants on the EPWP-NYS receive a minimum Stipend per day whilst on off-site and on-site training in ALL provinces. The Stipend means and referred to a claim of a progressive work based experiential training and exposure of any Participant in EPWP-NYS programme. The progressive work referred to productive days' work relevant or similar in nature to the required training standards received by Participant/s and of any relevant cost to be claimed. The failure in compliance in that day work will be at a contractor's cost remunerated within the required Building Industrial Councils rate of pay.

#### **SL 09. PAYMENT FOR TRAINING ON YOUTH PARTICIPANTS**

##### **SL 09.01 (TARGET:- NUMBER OF YOUTH PARTICIPANTS)**

###### **09.01.01 Orientation and Life Skills**

Orientation and Life Skills development training for youth Participants for an average of set days per youth Participant is necessary at inception of the project once all recruitment processes are exhausted. All youth Participants are entitled to undergo life skills training.

Training on this life skills module will be flexible enough to meet the needs of the employer. Training should take place immediately after site hand-over and during the period of site establishment and pre-planning before actual construction starts, alternatively this will be spread over the duration of the contract period. The contractor will be required to work closely with the Training Service Provider so that the timeframe of the training is aligned with the construction works schedule and the demand for Participants.

###### **09.01.02 TECHNICAL SKILLS TRAINING**

Technical skills training for youth Participants for an average of set days per youth Participant is necessary immediately once they conclude their life Skills training. The Employer shall assist in identifying youth Participants for further training. The youth Participant/s will undergo further technical training to prepare them for opportunities elsewhere and or as semi-skilled labourers. Such training will comprise of an off-site theoretical and simulation theory regarded herein as component 1 that will be undertaken by accredited private and or public training institution. The training undertaken through public training institution will provide youth only with fees for once-off per subject level payment and stipends payments.

The contractor will be responsible to supervise and appoint appropriate supervision that will act as mentor on Participants for on-site practical work based experiential exposure on that learner ear-marked to return to site. The programme will consist of this on-site practical work regarded herein as component 2 under the supervision of the employer for the ear-marked youth. The Youth Participants will be entitled to full training programme completion once all training modules are completed.

#### **SL 010. PAYMENT REDUCTION**

Payment reduction due to not meeting the training target, then as per the contractual penalties obligations of the contract will be applicable up until such time the requirements are met. The contractual penalties obligations is referred to as is detailed in the contractual arrangements between the contractor and DPW. The payment reduction means no other or alternative clause that will substitute the contractual penalties obligations.

#### **SL 011. PROFIT AND ATTENDANCE**

The profit and attendance referred to means a line item mark-up percentage of any services rendered within the re-measured progressive claims to DPW by a contractor. The payment conditions is that a proof be provided in the claim processing of the services rendered and of that cost incurred. The cost incurred means and referred to a periodical or once off proof of payment on any direct or indirect procured services in the EPWP-NYS training bill of quantity where their expenses are charged against line item provisional sums. The line items are set to have a mark-up/ profit value as a separate profit and attendance item to accommodate administration cost and transaction cost where necessary including any other cost incurred activities to render the service complete.

#### **SL 012. PAYMENT FOR TRAVELLING OFF AND ON-SITE TRAINING**

The unit of measurement for travelling shall be the cost for the youth Participant off or on-site that must be arranged by the contractor. Amounts quoted shall be corrected according to re-measurement based on actual invoices. The unit of measurement for travelling shall be the amounts in Rand from a particular transport service taxi. The tendered percentages will be paid to the contractor on the value of each payment pertaining to the travelling to cover contractor's expenses in this regard.

**SL 013. EMPLOYMENT OF YOUTH PARTICIPANTS THAT ARE PAID STIPEND**

Employment of youth Participants shall provide youth Participants with on and or off-the-job training to enable them to fulfil their employment requirements. The employer shall also be expected to closely monitor the job performance of youth Participants and shall identify potential youth Participants for skills development programmes. The unit of measurement shall be the number of youth Participants at an EPWP–NYS Stipend rate per day as the amount agreed by Ministerial Determination multiplied by the period employed in that particular month.

The rate tendered shall include full compensation for all costs associated with the employment of youth Participants and for complying with the conditions of contract. The cost for the training shall be excluded from this item. This item is based on 12 months minimum appointment for youth Participants. The submission of attendance registers by contractor to DPW is very critical as they are the source leading to training monitoring, transactions and auditing. The attendance registers will be used as a source to quantify eligibility of productive due days for payment.

**SL 014. PROVISION OF EPWP DESIGNED OVERALLS AND HARD HATS TO YOUTH PARTICIPANTS**

The youth Participant/s will each be supplied with 2 sets of EPWP branded overalls, 1 set of EPWP branded hard hat and 1 set of Safety Boots. Youth Participant/s colour of their overall/s should be orange (top and bottom) as per DPWP corporate identity on branding specification with the exception on Correctional Services contracts where the overalls should be blue (top and bottom). An amount has been provided in the Schedule of Quantities under this sub-item for the supply of EPWP designed protective clothing by the contractor.

It is the responsibility of the contractor to purchase or to delegate to its Training Service Provider for the purchase of Participant/s protective clothing. The sets of protective clothing as stated will be provided once and if a need arise to replace for whatever reasons such cost will be recovered from those in need for second set outside the provisional sums arrangement in the contracted bill of quantities.

**SL 015. PROVISION OF SMALL TOOLS FOR YOUTH PARTICIPANTS**

The contractor will provide or delegate to its training Service Provider all youth Participants with prescribed tools for their respective service areas/ trades. The specification for the mentioned tools to be provided by the Training Service Provider. The tools will become the property of the youth Participant after the completion of the programme.

The contractor together with Training Provider need to provide youth Participants with relevant training tools during their stay within respective training venues/ areas. The tools provide particular on site must be under the control and supervision of the contractor's responsibility.

**SL 016. APPOINTMENT OF YOUTH PROJECT TRAINING COORDINATOR/S**

The appointment of Youth Project Training Coordinator/s (PTC) for the duration of the programme will be determine in the inception of the project. The Youth PTC will be appointed by EPWP-NYS Office and will act as Participant Liaison Officer to facilitate and coordinate the training programme between the youth Participants, Training Provider, the contractor and EPWP-NYS Office (Maximum ratio is 1:30 – Youth PTC to Youth Participants). The coordination of the training programme as the core function of EPWP NYS will require PTC to reside within DPWI Offices in order to monitor and report on compliance issues of work based access, experiential exposure and mentoring on site of Youth by Contractors.

The item rate shall include full compensation for the cost of liaising with all relevant stakeholders on all issues regarding the training. The Youth PTC will assist in administration and promotion of fair, transparent, reliable and competitive private procurement processes and keep/ update documentation. The Youth PTC is required to processes and keep Stipend transaction records among other roles and give inputs on progress work claims, verifications for payments and final accounts.

**SL 017. LIAISON WITH SERVICE PROVIDER**

The tendered rate shall include full compensation for the cost of liaising with the Service Provider and Social Facilitators on all issues regarding the youth Participants training. The cost to be claimed under tendered rate should be supported by meeting agenda/s and resolutions and or meeting minutes.

**SL 018. LOGISTICS FOR EXIT WORKSHOP**

The tendered rate shall include full compensation for the cost of liaising with the relevant Service Providers for the arrangements of all learner profiling and exit workshop events. The items range from catering, clothing, venue, hiring requirements and decoration and entertainment items, etc.

**SL 019. EPWP REPORTING SYSTEM REQUIREMENTS**

The Project must be registered on the NDPW EPWP reporting system by the public Body and report on:-

**SL 019.01** Certified copy of participants' id (not later than 3 months at the time of system enrolment),

**SL 019.02** Beneficiary contract need to be uploaded on the system when registering a project for EPWP compliance.

**SL 019.03** The contractor is required to submit monthly beneficiary reports (Annexure B), which are to be attached to payment certificates and invoices as per attached Reporting Templates.

**SL 019.04** The contractor needs to ensure that participants are registered under workman's compensation and that UIF is deducted for EPWP participants.

**SL 019.05** Payment shall only be processed once compliance with EPWP and other Reporting requirements has been proven.

**SL 019.06** The reported information must be accompanied by:-  
 1. Copies of ID (once off) when participants contracted,  
 2. Beneficiary Contract of Employment (once off),  
 3. Attendance registers (monthly) and  
 4. Proof of Payment (monthly)

**SL 019.07** All copies of these documents should be kept safe on site for the duration of the contract for Audit purpose.

**SL 020. PROJECT STEERING COMMITTEE (PSC)**

**Each project shall have a Project Steering Committee (PSC) that shall consist of the following stakeholders:**

- Department of National Public Works representative.
- Municipal representative.
- Community representatives.
- Client department representative.
- Main Contractor.

**SL 020.01 Operating Procedures**

The PSC shall oversee the following

- (a) The PSC will adhere to government legislation and policy guidelines which are relevant to enable it to execute its work. The Intermediary guidelines will also be adhered to e.g. procurement policies.
- (b) The meetings will be scheduled and will be held on agreed dates and times.
- (c) That targets set in terms of work opportunities are met.
- (d) That local labour is recruited according to agreed procedures and processes
- (e) Manage EPWP participant grievances.
- (f) Responsible for communication with local EPWP participants.

**SL 020.02 Secretariat**

The contractor shall appoint a Community Liaison Officer (CLO) who shall provide secretariat support to the PSC.

**SL 20.03 PSC Meetings**

The PSC shall meet once a month prior to the site meetings and report the resolutions at the Site Meeting.

**SL 20.04 Funding of PSC**

The activities of the PSC will be voluntary, and members would receive no remuneration for their time. The contractor may provide refreshments on the day of a meeting. It is thus important that community members of the PSC be drawn from the local area in order to avoid travelling costs.

**SL 021. COMMUNITY LIAISON OFFICER (CLO)**

**SL 021.01** The Contractor shall allow for and pay any and all costs necessary for the engagement of the services of a Community Liaison Officer (CLO) for the full duration of a project.

**SL 21.02** A CLO will be identified by the local structures (Project Steering Committee) of the ward areas and appointed following a fair and transparent interviewing process, to be conducted in the presence of local structures and the contractor representative, in order to assist the Contractor in the procurement of any local labour, etc. required for this project.

**SL 21.03** The Contractor is to liaise with the CLO and afford him any assistance needed in ensuring sound working relations with the local community.

**SL 21.04** Key Responsibilities of the CLO are envisaged to include and not necessary be limited to:

- a) Assisting local leadership in conducting skills and resources audit which facilitates sourcing labour from within the ward or targeted areas for employment, as required by contractor,
- b) Assisting in the procurement of materials from local resources, as required by the contractor,
- c) Assisting the contractor by identifying areas of potential conflict and or threats to the project or to stakeholders in the project and recommend appropriate action to the contractor.
- d) Assisting contractor and stakeholders in the project in the resolution of any conflict which may arise.
- e) Establishing and ensuring that sufficient and open communication channels between the contractor and the work force are maintained.
- f) Establish and ensuring that efficient and open communication channels between the contractor and the community are maintained.
- g) Identifying and reporting to the Contractor regarding issues where communication between stakeholders is necessary, recommend courses of action and facilitate such communications.
- h) Assisting the Contractor and the work force in the establishment of grievance procedures and necessary recommendation to the Contractor regarding the grievances and solution thereto.
- i) Attending to site meetings and project implementation meetings as required by the Contractor and prepare periodic reports as may be required by the Contractor from time to time.
- j) Attending to such other duties which are consistent with the functions of a CLO, as may be required by the Contractor from time to time.

**SL 022. CONTRACTUAL OBLIGATIONS IN RELATION TO LABOUR**

The participants to be employed in the programme (EPWP) shall be directly contracted to the employer. Over and above the construction and project management responsibilities, the employer will be expected to perform the tasks and responsibilities as set out in clause SL 05 above.

**SL 023. CONTRACTUAL OBLIGATIONS IN PRELIMINARIES & GENERAL CLUASES: NATIONAL YOUTH SERVICE**

**EMPLOYMENT AND TRAINING OF YOUTH WORKERS ON THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) INFRASTRUCTURE PROJECTS; NATIONAL YOUTH SERVICE (NYS).**

The contractor shall comply with all the requirements as set out in the "Additional Specification SL: Employment and Training of Youth Workers on the Expanded Public Works Programme (EPWP) Infrastructure Projects: National Youth Service (NYS)" as attached to these bills of quantities.

The contractor shall identify a minimum number of youth workers from a priority list, and shall employ them at the statutory labour rates for a minimum period and train them elsewhere through accredited private or public institutions, all as per the aforementioned specification and as measured in these bills of quantities.

The contractor shall liaise and co-ordinate with the employer and the EPWP Training Service Provider with regard to the priority list, the selection of youth workers, and the employment and training of the identified youth workers.

The contractor shall avail the services of an adequately qualified foreman specifically for the EPWP-NYS youth workers, to act as their construction supervisor. The foreman will be responsible for continually monitoring the progress of the youth workers and for addressing questions and issues that may arise from the youth workers.

Separate items which will be subject to re-measurement have been included elsewhere in these bills of quantities to cover the direct costs associated with the employment and training of the youth workers. Any additional requirements in respect of the aforementioned specification are deemed to be priced hereunder and no additional claims in this regard shall be entertained.

**SL 024. CONTRACTUAL OBLIGATIONS IN PRELIMINARIES & GENERAL CLUASES: WORK OPPORTUNITIES IMPLEMENTATION OF LABOUR-INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP): WORK OPPORTUNITIES**

The Contractor shall comply with all the "Code of Good Practise for Employment and Conditions of Work for Special Public Works Programme" issued in terms of the "Basic Conditions of Employment Act, 1997 (Act No 75 of 1997)" and the related "Ministerial Determination", for the employment of locally employed and or temporary workers on a labour-intensive infrastructure project under the Expanded Public Works Programme (EPWP).

The contractor shall maintain daily records with regards to workers employed and shall, on a monthly basis, submit a report to the principal agent in the prescribed format. Compulsory indicators such as project budget, actual project expenditure, number of job opportunities created, demographic characteristics of workers employed, minimum daily wage rate, number of person-days of employment created and

number of training person-days, shall be included in said report, all as defined in the guidelines for the implementation of Labour-intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)

Provision for pricing of compliance with the aforementioned is made under this clause and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.

**EPWP - EMPLOYMENT AGREEMENT**

[Example]

**CONTRACTOR**

Name:

Address:

ID:

AND

**WORKER**

Name:

Address:

ID:

1. I am pleased to confirm that you have been appointed to work on a task-based employment contract within an EPWP project. During this contract you will undertake various tasks.
  
2. This contract must be in conjunction with the standard terms and conditions of employment applicable to a EPWP, a copy of which is attached.
  
3. The project where you will be employed is located at .....
  
4. The contract will start on .....  
and end on.....
  
5. You must be aware that this contract is a limited term contract and not a permanent job. Your minimum period will be 6 months and the contract may be terminated for one of the following reasons:
  - (a) Funding for the programme in your areas comes to an end.
  - (b) You repeatedly do not perform in terms of the tasks set out in your work programme.
  - (c) If you breach any of the terms and conditions of this contract.
  
6. Disciplinary:  
You will be employed as a general labourer within the EPWP team.

7. While you are working you will report to .....

8. Payment

You will be paid a fixed amount of R ..... for a .....basis.

9. The contractor shall not be required to provide to local participants:

- holiday, leave, sick or severance pay;
- a pension or similar scheme;
- a medical aid or similar scheme.

10. Signatures

Signed on this day ..... of ..... 20.....

Contractor: ..... Date: .....

Worker: ..... Date: .....

Witness: ..... Date: .....