



GUIDELINES FOR THE IMPLEMENTATION OF THE NATIONAL YOUTH SERVICE PROGRAMME UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

PREPARED BY

Building Maintenance and National Youth Service Programme
Expanded Public Works Programme
Department of Public Works © 2017

TABLE OF CONTENTS

ACRONYMS AND DEFINITIONS	iv
LIST OF ANNEXURES	v
1. Introduction	1
1.1 Definition of the NYS	1
1.2 Purpose of the Guidelines	1
1.3 Background	1
1.4 Overview	2
1.5 Objectives	3
2. Implementation of the NYS	5
2.1 Key Users of the guideline.....	5
2.2 Stipend	5
2.3 Monitoring, Evaluation and Reporting	6
3. KEY NYS Implementation Steps	7
3.1 Project Initiation/ Planning phase	7
3.1.1 Identification of projects	7
3.1.2 Engagements of local structures.....	7
3.2 Implementation phase	7
3.2.1 Prepare Advertisement	7
3.2.2 Obtain approval.....	7
3.3 Recruitment	8
3.3.1 Placing Adverts (Annexure A).....	8
3.3.2 Briefing the Youth about NYS (Annexure B).....	8
3.3.3 After briefing (Annexure B).....	8
3.4 Short listing.....	8
3.4.1 Assessment Process	8
3.4.2 Final Selection	8
3.5 Induction and Technical Training	8
3.5.1 Orientation	8
3.5.2 Life Skills	8
3.5.3 Mental toughness	
3.5.4 Theoretical Accredited Training	9
3.5.5 Practical training	9
3.5.6 Exit Workshop	9
4. Target for the NYS Programme	11
4.1 Who the target is:	11

5.	Recruitment, Induction and Training	13
5.1	Recruitment.....	13
5.2	Briefing Session.....	13
5.3	Induction.....	14
	5.3.1 Purpose of the NYS Orientation Programme.....	14
5.4	Life Skills.....	16
	5.4.1 Importance of Life Skills.....	16
5.5	Training.....	17
6.	Implementation Phase	19
6.1	Tender Process.....	19
6.2	Construction.....	19
7.	Timeframes for Implementing NYS	21
8.	Roles and Responsibilities	23
8.1	The National Youth Service Unit.....	23
8.2	EPWP Training.....	24
8.3	National Youth Development Agency.....	25
9.	Legislation	27
9.1	“Basic Conditions of Employment Act: Codes of Good Practice for employment and conditions of work for EPWP” (Annexure K).....	27
9.2	“Sectorial Determination 5: Learnership Sector, SA (Government Notice No. R. 234: Amendment of 15th March 2011) ” (Annexure L).....	27
9.3	“Ministerial Determination 4: Expanded Public Works Programs (Government Notice No. 949: 22nd: October 2010)” (Annexure M).....	27
10.	Exit Strategy	29
10.1	Exit Workshops.....	29
10.2	Database Development.....	30
10.3	Linkage to opportunities.....	30
10.4	Follow up and Reporting.....	30

ACRONYMS AND DEFINITIONS

Participant/s:	A recipient/s of the National Youth Service/ Expanded Public Works Programme programmes who benefits through participation in the training and projects.
BOQ:	Bill of Quantities
EPWP:	Expanded Public Works Programme a national government initiative aimed at drawing a significant number of unemployed people into productive work.
NDPW:	National Department of Public Works
NYS:	National Youth Service Programme means a structured skills development programme aimed to capacitate youth
NYDA:	National Youth Development Agency
Stipend:	Monies received by participants during theoretical training on-site training to cover for transport and food
Youth:	Any member of South African Society who falls between the ages of 18 and 35.

LIST OF ANNEXURES

Annexure A:	NYS standard advert.....	31
Annexure B:	Application form	32
Annexure C:	Briefing notes (presentation).....	34
Annexure D:	Contract of employment for NYS participants.....	37
Annexure E:	Orientation & Life Skills	57
Annexure F:	Letter of Acceptance	60
Annexure G:	Bill of Quantities	61
Annexure H:	Learner-Contractor Contract of Employment	78
Annexure I:	Learner Log book	80
Annexure J:	Attendance Register	82
Annexure K:	Time Sheet	84
Annexure L:	Learner List of Tools	85
Annexure M:	NYS Exit Framework.....	86
Annexure N:	Basic Conditions of Employment Act: Codes of Good Practice for employment and conditions of work for EPWP.....	95
Annexure O:	Sectorial Determination 5: Learnership Sector, SA (Government Notice No. R. 234: Amendment of 15th March 2011)	103
Annexure P:	Ministerial Determination 4: Expanded Public Works Programs (Government Notice No. R. 347: 4th May 2012).....	109



1. Introduction

1.1 Definition of National Youth Service Programme

EPWP National Youth Service Programme (NYS) is a National Department of Public Works (NDPW) initiative launched in April 2007 to engage youth of South Africa in strengthening service delivery, promote nation-building, foster social cohesion and to assist youth to gain occupational skills necessary in order to be able to access sustainable livelihood opportunities. The NYS is implemented as part of the Expanded Public Works Programme (EPWP) of the national and provincial Departments of Public Works.

1.2 Purpose of the Guidelines

The Purpose of the NYS Guidelines is to provide guidance to the implementers of the NYS on the processes and procedure to follow in the implementation of the Programme. At the implementation level of the Programme, the Guidelines can be customised to suit the implementer's mandate. The Implementation Guidelines outline recruitment, training, on site- practical experience and exit strategy processes of participants from the Programme.

1.3 Background

The NYS Programme was initiated in October 2003 as a special Presidential programme to address high levels of youth unemployment by creating opportunities for voluntary service and skills development for young people. The programme supports community and national development whilst simultaneously providing an opportunity for young people to access opportunities for skills development, employment and income generation.

National Youth Service is not unique to South Africa; it has a long history in a number of countries, including Germany where it is known as Zivildienst, Canada (Katimavik), the USA (AmeriCorps), Costa Rica (Trabajo Communal Universitario), and Nigeria (National Youth Service Corps). In South Africa, the

National Youth Service Policy, entitled National Youth Service for South Africa, defines youth service as a transformative concept that includes the “involvement of young people in activities which provide benefits to the community whilst developing the abilities of young people through service and learning”.

The Programme aims to address some of the main challenges faced by young women and men in South African society. This includes young people’s sense of powerlessness and irrelevance in society. Thus, the NYS aims to contribute to the enhancement of young women and men as present and future social capital so that they can participate meaningfully in the political, social and economic life of the country.

1.4 Overview of National Youth Service Programme

The NYS was launched in April 2007 following the 2006 State of the Nation Address which called on the need to increase the participation of the youth in service delivery programmes. The NYS Programme is anchored into capital works and maintenance projects, taking advantage of the substantial government expenditure in the construction sector. It also forms part of the EPWP, which is a government programme aimed at alleviating poverty and unemployment among the poor in South Africa. The Programme is being implemented both by national and provincial public works departments. The Programme has had far reaching impact, even to the poorest communities in very remote areas with limited access to opportunities and resource.

The NYS will provide a long-term and effective means of reconstructing South African society whilst at the same time developing the abilities of young people through service and learning. NYS distinguishes itself from other youth development initiatives by emphasising community service, structured learning, personal development and preparation of the youth for sustainable livelihoods or exit opportunities.

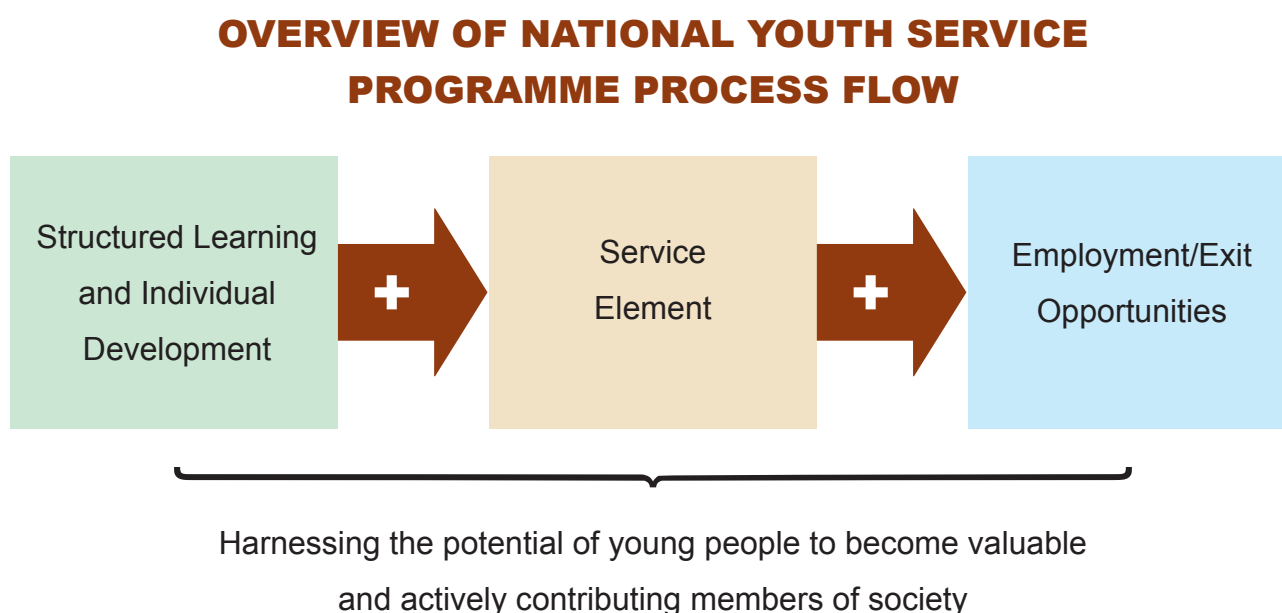
1.5 Objectives of the NYS

Broad objectives of the NYS programme are to:

- Develop the skills, knowledge and abilities of young people to enable them to make meaningful transition to adulthood; and
- Improve youth employability through opportunities for skills development, work experience and support to gain access to economic and further learning opportunities.
- Promote social cohesion;
- Inculcate a culture of service to communities;
- Inculcate in young people an understanding of their role in the promotion of civic awareness and national reconstruction;

As such, the NYS has three core components (refer to diagram 1, below): Each of these components needs to be seen as part of an integrated whole, such that each builds onto and feeds into the other.

Figure 1. NYS Core Components (Process Flow)



- a) Learning:** The first element of NYS is structured learning and individual development. This requires young participants to engage in a structured learning programme that enables them to develop skills, knowledge and competence and promotes personal development. This component must also enable young men and women to obtain credits registered on the National Qualifications Framework. The learning interventions should integrate technical and life skills and practical experience. This approach to integrated learning is premised on the belief that technical skills, life skills or experience alone are not adequate to prepare a young person to face the challenges of his/her working and personal life and that holistic development of the individual must be prioritised.
- b) Service:** The second element, the service element, has three essential functions. It provides a service that benefits people other than the young participants (e.g. the community); it promotes the development of a positive profile of youth within the community benefiting from the service; and it provides young participants with an opportunity for experiential learning or an on-the-job experience linked to the structured learning and individual development element.
- c) Exit opportunities:** The third element concerns opportunities and pathways for participants after the programme has been completed. Young participants should be aware of the employment, further skills development or entrepreneurial opportunities they could realistically access once they have completed the programme. The programme should ensure that there is a clear exit pathway that young people can pursue. In addition, NYS programmes must include a post-service component that actively supports young people to access economic opportunities. The programme must have begun the process of identifying and concretising these possible opportunities from the planning stages.

2. Implementation of the NYS Programme

The NYS Programme has multi-pronged process with various role players who seek to ensure that training opportunities are created for the youth, who are referred to as participants in the Programme.

2.1 Key Users of this guideline

This guideline is applicable to the following key users and implementers:

- EPWP Implementers managing NYS programme
- Other related parties interested in EPWP NYS implementation

The key role players for NYS programme include The National Youth Development Agency (NYDA), The Department of Public Works (provincial and national departments), Technical Vocational Education and Training (TVET) Colleges, Department of Labour, SETAs, and Department of Higher Education. The National Department of Public Works (NDPW) must take a leading role in terms of implementing NYS

2.2 Stipend

A stipend is paid to the NYS Learners once they are enrolled on the programme as an allowance to pay for food, transport of the NYS Learners. A stipend is paid to the Learners during both the theoretical and the practical or on-site training. The stipend amount is determined by the Sectorial Determination 5: Learnership Sector, SA (Government Notice No. R. 234: Amendment of 15th March 2011) and the Ministerial Determination 4: Expanded Public Works Programs (Government Notice No. R. 347: 4th May 2012) and it should be reviewed annually (**Annexures O and P respectively**). For the financial year 2017/18 stipend amount is a minimum amount of R 1,838.98 per month or R83.59 per day.

2.3 Monitoring, Evaluation and Reporting

- The SETA's must undertake quality assurance on training provided under the NYS.
- The NDPW will convene quarterly meetings of all the implementers for monitoring and reporting on the programme.
- Implementing departments must ensure that they submit their quarterly reports to NDPW head office and also report on a common electronic reporting system housed at the NDPW.

3. Key NYS Implementation Steps

The following comprise key steps in the implementation of the NYS Programme:

3.1 Project Initiation/Planning phase

3.1.1 Identification of projects

During the project Initiation Phase, training opportunities must be identified which participants will be exposed to. The NYS implementing agents must identify projects using the following criteria:

- Project with a minimum value of R10 million and above.
- Contract period must be minimum 12 months.
- Contract type – building contract (highly specialised/ electrical contracts are not feasible).
- Application for funding must be done (Training application forms for funding must be submitted for funding either through the Department of Higher Education or SETA's).

3.1.2 Engagement of local structures

3.1.1.1 A project task team must be established comprising key stakeholders in the community. The stakeholders could be representative from the community

3.2 Implementation phase

3.2.1 Prepare Advertisement

3.2.2 Obtain approval from the authorised official (respective DDG in Provinces and Head of Projects in National Office) to roll out the programme

3.3 Recruitment

3.3.1 Place advert on the noticeboard around the project area (Annexure A).

- A database and/or CV's of unemployed youth could be obtained from NYDA or the local office of the Department of Labour (database of the unemployed).
- NB: Learners must be given a period of ten days to respond to an advert.

3.3.2 Brief youth about the NYS programme.

3.3.3 After briefing interested youth will then fill in application form (Annexure B).

3.4 Short listing

3.4.1 An assessment will be conducted using a Speex Assessment offered by Department Of Labour or a similar assessment tool.

3.4.2 Final Selection will be done for those who have passed the assessment.

3.5 Induction and Technical Training

3.5.1 Orientation (duration 1 to 5 days)

Areas of training can include understanding yourself as an individual, your needs and wants as well as strengths and weakness and how to overcome them. The nature of the particular NYS projects they are registered for. How to behave on site and what areas of development will be undertaken while on site and understanding the programme of works.

3.5.2 Life Skills (duration: 5 Days)

Areas of training can include the following: computer skills, drivers licence, HIV/AIDS, personal finance, entrepreneurship, how to conduct yourself within work environment etc.

3.5.3 *Mental toughness (duration: 5 Days)*

The objectives of mental toughness is to build a programme culture that emphasizes teamwork, integrity, leadership, personal responsibility, work ethic and high expectations. The outcome of the programme is that participants will be able explain critical information about the programme and the expectations of mental toughness.

3.5.4 *Theoretical accredited training (duration: 3 to 6 months)*

Areas of training can comprise any of the following 6 courses under built environment: Brick Laying and Plastering, Paving, Boilermaker, Slab laying, Electrical, and Painting. Other courses that are relevant to practical training or the project in which training takes place can be offered as required.

3.5.5 *Practical training (placement for 6 months or more)*

Learners will be placed on site to obtain practical experience.

3.5.6 *Exit workshop (duration: 1 day)*

The exit workshop should be conducted a month before the NYS participants exit site.

NOTES:

4. Target for the NYS Programme

4.1 Who the target is:

- Youth of between 18 and 35 years of age
- 55% females
- 45% males
- At least 2% People with disabilities
- At least 85% should be youth from previously disadvantaged background
- Should have a of Grade 12 and above (or Grade 10 with Maths and Science);
- Should have a South African ID
- Should be available for the duration of the project and prepared to sign a contract
- Should have some interest in the construction sector.
- Should reside reasonable distance to the project.

4.2 Other target areas:

A maximum of 10% of the youth in the following categories should be targeted depending on the specific circumstances in each recruitment area:

- Unemployed youth with tertiary education (graduates from University, University of Technology, TVET colleges);
- Youth that are in trouble from the law (who were previously imprisoned).
- Youth with a high risk of being involved in criminal activities

5. Recruitment, Induction and Training

5.1 Recruitment

The recruitment of participants into the NYS Programme needs to be undertaken in partnership with local community leadership. The recruitment should prioritise youth from local communities to ensure that development occurring in that community benefits local and they should own the development that is occurring in their areas.

A meeting with local leaders should be arranged to introduce the objectives of the Programme in the community, the meeting should also discuss how the local youth would benefit from the Programme i.e. skills development, exposure to the built environment, work experience, training opportunities, networking with potential employers and exit opportunities into enterprise development opportunities.

During the community meeting, a notification or advertisement of the opportunity should be presented to the local leaders which state clearly the objectives of the Programme, who is being recruited, when and where the briefing session will be held and the closing date. The example of the notification is attached as **Annexure A**. the meeting should agree on and finalise the key dates for the recruitment process.

5.2 Briefing Session

A briefing session must be held, with all potential applicants who must fill in an attendance register and an application form. Also attached, are the speaker's notes (**Annexure C**). During the briefing session, the following should form part of the briefing session agenda:

- Opening and welcome;
- Purpose of the briefing session;
- Overview of the NYS Programme and its objectives;

- Nature of the project, duration, requirement and its benefits;
- Application process and assessment;
- Orientation and contracting
- Rules, regulation and conduct during the programme
- Overview of theoretical, life skills, and on-site training
- Stipends and allowances

All applicants are required to fill-in and return a 2-page application form and attach copies of their Identification Document (ID) and qualifications.

The selection process involves an assessment of the shortlisted candidates who will undertake the numeracy and literacy assessment using the Speex tool. The successful candidates are then notified about their entry into the programme and the commencement of the induction process.

5.3 Induction

5.3.1 Purpose of the NYS Orientation Programme

The orientation programme provides the platform for the broader NYS EPWP programme. It serves to set the stage for the overall learning that will take place. (Outline: **Annexure D**)

Therefore, the aims and objectives of the orientation programme are to:

- Ease participants into the routine of the NYS EPWP programme;
- Provide participants with a realistic glimpse into the sector within which service is being undertaken;
- Assist EPWP to further determine the strengths and weaknesses of the participants; and
- Assist EPWP to further determine the needs of the participants.

In order to achieve these objectives, it will be important to ensure that the orientation programme includes the following practical steps:

- Jointly developing ground rules for the orientation programme including the Learner Code of Conduct;
- Introducing the use of outcomes-based training (and, if relevant, introducing the use of portfolios of evidence to formally assess Learners' competence against learning outcomes);
- Fulfilling any administrative requirements (e.g. filling in forms, opening bank accounts, etc.);
- Explaining the EPWP, and the nature of the service activities that the participants will undertake;
- Explaining the technical training (the occupational learning) that the young people will receive – for example, training in electrical, plumbing, brick-laying;
- Explaining the life skills component – personal development skills, including entrepreneurship – that will be built upon further during the NYS EPWP programme;
- Introducing the concept of citizenship and what active citizenship involves;
- Providing basic budgeting skills;
- Providing time for participants to formally commit to staying in the programme, through signing an NYS contract and stating their understanding of the disciplinary procedures in the NYS programme; and
- Acknowledging and celebrating this commitment through a formal public commitment ceremony or launch (which should take place in, and involve, the community and other relevant stakeholders).

The induction of the NYS participants into the programme is aimed at ensuring that all learners know and understand the importance of the Programme and commit to its objectives. The induction is scheduled for minimum 5 days and maximum of 10 days. The NYS Coordinator should liaise with local leaders to arrange a venue which has tables and chairs. A local community hall closer to the project is ideal as it will

be central to all participants and will be freely available. All participants need to be notified on time when the induction commences and the importance of attending it. The participants should also be notified that they are responsible for their transport costs.

The facilitation of induction and life skills training is the responsibility of the implementing agent through appointing the NYDA accredited service providers. If the implementer lacks resources in terms of appointing accredited service provider, NYDA will take responsibility to train any officials or practitioners available to be trained. Implementers also need to contact NYDA-accredited service providers to undertake the induction.

Once this process is complete, participants sign a standard contract with the Department (**Annexure D**). The contract covers standard issues on programme and work arrangements, leave, payments and the Code of Conduct that explains expected Learner behaviour and dealing with misconducts.

The NYS Coordinator must then submit participant documents to Human resources practitioner (HR) for appointment on the Persal or any other payment system and the Learner records must be **recoded** in a case management file.

5.4 Life Skills

5.4.1 Importance of Life Skills

Life Skills is the key activity of the youth training component. Life Skills training will assist in learner retention. In addition, the life skills will ensure that the young people are developed holistically and understand their national responsibilities and symbols as part of the NYS drive to develop responsible citizens.

The life skills courses will be offered to the young people depending on the issues and challenges in their communities: These life skills will ensure that young people can self-manage, understand broader community issues and play a role in changing the situation that may affect their diverse communities (see outline **Annexure E**).

5.5 *Mental toughness*

The objectives of mental toughness is to build a programme culture that emphasizes teamwork, integrity, leadership, personal responsibility, work ethic and high expectations. The mental toughness orientation provides participants with a realistic view of what the National Youth Service programme is so that they can make an informed choice about whether they commit to participate or not. In this way mental toughness is the final step in the selection process to determine whether as a participant you would be ready for the rigours of the programme.

5.6 *Training*

The NYS coordinator needs to submit training applications forms for funding to the EPWP Participant Training manager at NDPW regional offices and/or Seta's offices. Training is the key component of NYS and the EPWP thus every NYS participant **MUST** undergo training. Provision of a small tool box should be given to participants at the end of the practical on-site training.

6. Implementation Phase

The implementation phase of the construction project entails the tendering process to appoint contractors who will work with the participants as well as the kind of work they will be undertaking on site as part of the practical training.

6.1 Tender Process

During the on-site training, the NYS participants will be provided with two EPWP-NYS branded overalls as well as safety boots and hard hat that is orange in colour and branded according to EPWP specifications. Before NYS participants go on site there should be an appointment of youth leaders sourced from the group to ensure that the concerns of the Learners are channelled through the leaders. If the NYS is implemented through a construction project, all the above-mentioned items and the cost of stipends paid to the Learners during on-site training must be included in the Bill of Quantities detailed format of NYS specification which must be attached to the tender documents (**Annexure G**).

6.2 Construction

The start of the construction on site coincides with the start of practical work experience by participants on-site which has a set time frame of six months or more. The placement contract should be signed between the contractor and the participant when the latter starts on site (**Annexure H**).

The Contractor is expected to accommodate NYS participants for time-based period of six months. Contractors need careful planning to ensure that participants get the full benefit of the Programme.

The participants need to be properly handed over to the site manager who should also brief them about what is expected from them in terms of official working hours (start-time and end time); duties, expectations, supervision, skills transfer as well as other roles and responsibilities. Similarly, participants need to indicate their expectations, what the programme expects from them, commitments as well as roles and responsibilities. Once the on-site training

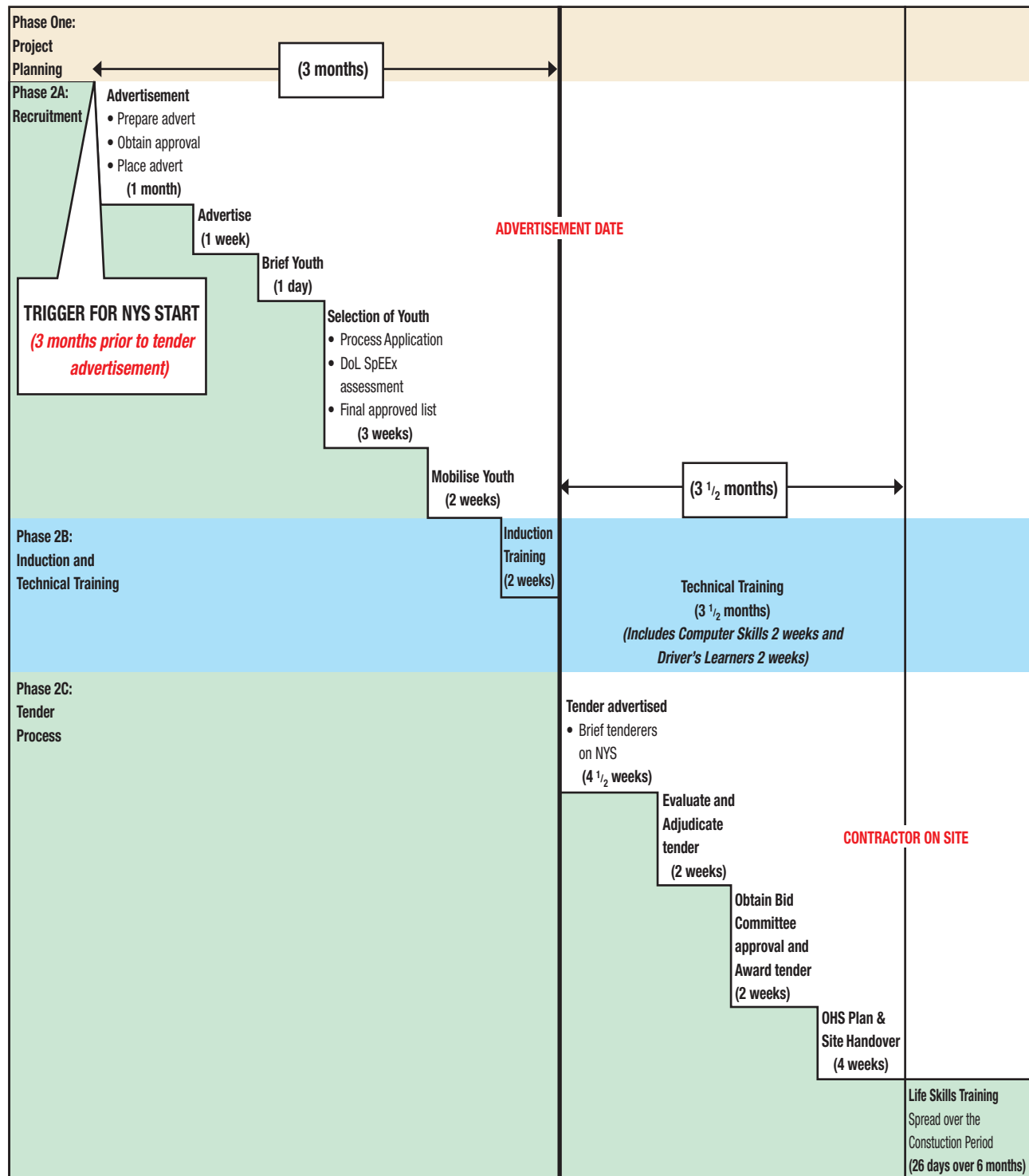
starts, each participant should be given a logbook (**Annexure I**). These logbooks should be recorded daily and consistently to ensure that the work undertaken by participants is recorded and signed for by the supervisors. This will assist participants as a portfolio of evidence for work completed and thus increasing their chance of accessing employment and further skills development where they can be taken through a process of Recognition of Prior Learning (RPL).

The training provider must constantly monitor and assess the quality of training that participants receive while on site and ensure the smooth running of the project. The work of participants should be monitored consistently to ensure that they are gaining the intended skills.

7. Timeframe for Implementing NYS

Figure 2 below indicates the timeframes and the various stages or milestones in the implementation of the NYS.

Figure 2: Time Frame



8. Roles and Responsibilities

Although the overall co-ordination and management of the NYS is the responsibility of the NYS Unit, there are other stakeholders that ensure the holistic success of the programme. These could include where applicable the Enterprise Development, Training units and other relevant units within the Department. Other national and provincial departments of Public Works are important parties in the implementation of the NYS. Key external stakeholders include the NYDA. Inroads have been made to engage further education and training colleges (TVETs).

This section outlines the roles and responsibilities of each of the above stakeholders.

8.1 *The National Youth Service Unit*

The NYS Unit which falls under the Infrastructure Sector of the EPWP of the NDPW. The NYS Unit is established for the overall coordination of the NYS and is strategically placed where it is able to effectively carry out the NYS mandate and objectives.

The key responsibility of the NYS unit is to:

- Ensure effective implementation of the Programme.
- Ensure the recruitment of the youth to participate in the NYS.
- Reporting to various structures including the Ministers of Public Works and the Presidency as well as the NYDA.
- Develops frameworks and strategies to ensure that implementation is streamlined.
- Monitor implementation in line with the approved frameworks and strategies.

The NYS Unit should at the minimum be headed by a Deputy Director at the Provincial level and by a Director at the NDPW Head Office. Any activity pertaining to the implementation of the Programme should be reported to the NYS Head.

The implementation of the Programme is undertaken at each Level where NYS Head ensures that the entire NYS value chain is undertaken with precision as intended and address any challenges that may arise in terms of:

- Leading with NYS management meetings;
- Supervise and oversee the work undertaken by service providers
- Report on the implementation of the Programme in terms of:
 - o Number of participants recruited
 - o Number of participants inducted;
 - o Number of participants who received theoretical training;
 - o Number of participants who receive life skills and other additional training;
 - o On-site exposure;
 - o Number of participants who completed and exited from the programme; and
 - o Where there are drop-outs, number of the drop outs and reasons.
- Participate in National meetings;
- Address and challenges that may arise on site and identify solutions with other stakeholders;
- Facilitate exit opportunities by engaging with the relevant organisations in terms of work opportunities that can be created.

8.2 EPWP Training

The EPWP Training Unit seeks to facilitate the skills development to EPWP participants including those who participate in the NYS. The objective is to ensure that they gain skills while they work and exit with knowledge.

Training plays the following roles under NYS:

- Theoretical training which participants undergo before they are placed on site.
- Further learning and training opportunities undertaken as part of exit. This section focuses on the training provided to participants prior to on-site training.

8.3 National Youth Development Agency

The NYDA is a key partner in the implementation of the NYS Programme and is responsible for the following:

- Conducts orientation and life skills workshops with the implementers.
- Conduct mental toughness workshop
- Conducts exit workshops with the implementers.
- Oversee the NYS programme together with the NDPW.
- Consolidating quarterly and annual reports from provinces and national departments.
- Advocacy on youth development matters

9. Legislation

The following constitutes the legislation that guides the NYS:

9.1 “Basic Conditions of Employment Act: Codes of Good Practice for employment and conditions of work for EPWP” Annexure K.

9.2 “Sectorial Determination 5: Learnership Sector, SA (Government Notice No. R. 234: Amendment of 15th March 2011)” Annexure L

9.3 “Ministerial Determination 4: Expanded Public Works Programs (Government Notice No. 949: 22nd: October 2010)” Annexure M

- Clause 12. Health and Safety
- Clause 13. Compensation for Occupational Accidents and Diseases Act 130 of 1993 (COIDA)
- Clause 15. Discipline, Dismissal and Termination.

10. Exit Strategy

The Exit Strategy framework for the NYS Programme (**Annexure M**) is developed with the objective of identifying opportunities for the youth who are exiting the 1-year long Programme. The proposed exit strategies intend to build on the foundation that has been laid by the Programme in order to ensure that youth can contribute significantly in the built environment as skilled artisans and professionals. The NYS exit framework is thus premised on the idea of further learning and training; employment in the sector as well as private sector companies. The proposed strategy is being developed around the following three strategies: (1) further learning and training; (2) job opportunities; and (3) small enterprise development.

The following are the typical steps to follow in providing exit support:

- Exit workshop
- Database development
- Linkages to opportunities
- Follow-up
- Reporting

10.1 Exit Workshops

- The objective of the exit workshop is to provide career guidance-like information session where participants informed about opportunities available. The EPWP staffer (Enterprise Development unit) facilitates the workshop (see roles and responsibilities)
- The opportunities have to be in line with the exit framework as indicated 1.1 above i.e. skills development, jobs and SMME development.
- Key role players should be invited to the workshop to present on opportunities available. These should include TVETs, SANDF, NYDA, SEDA and organisations that provide support to specific provinces.
- Youth units from the municipalities should also be invited to the exit workshop to present their opportunities.
- Other government departments and the private sector should also be invited and lobbied to provide work and capacity development opportunities to the participants of the NYS programme.

10.2 Database Development

- Participants attending the workshop should fill in a profiling questionnaire to be returned by the end of the workshop. The information will be captured into a database indicating each exited Learner's personal and contact information, training undertaken, trades worked/trained on, further training required, career option chosen and further support required.

10.3 Linkage to opportunities

- The Enterprise Development Unit in the DPW will be responsible for further support and linkages to be provided to the exited NYS Learners.
- The current support is limited to placement in further education institutions e.g. TVETs, employment and assistance with registering as a private company or a cooperative.

10.4 Follow up and Reporting

- Due to limited budget and capacity constraints the Department of Public Works does not currently offer any follow up support to the exited NYS participants.
- The NYS Coordinator coordinates all reporting on the exited NYS participants.

Further details on the NYS Exit Strategy are outlined in **Annexure M**.

ANNEXURE A



INVITATION TO THE YOUTH TO REGISTER FOR THE NATIONAL YOUTH SERVICE

Project Location:

As part of the expansion of the Expanded Public Works Programme, the National/Provincial Department of Public Works, Regional Office/Province, would like to invite potential youth candidates to register for selection in the National Youth Service within the “**Built Environment.**” The programme’s objective is to develop the youth into **Built Environment Artisans.**

Selection Criteria

Requirements for applicants:

- Valid South African ID book.
- Aged between 18 and 35 years
- Qualifications – at least Grade 12 (Standard 10 Maths & Science) or equivalent qualification
- Be willing to enter into a full 1 Year National Youth Service Programme that will include youth development activities, technical and on-the job practical training.
- Have an interest in the construction sector.
- Applicants need to reside in the vicinity or area close to the project.

Affirmative action criteria

At least 85% of the applicants should be from previously disadvantaged background.

At least 55% should be women

At least 2% should be People living with disability.

Filling of application forms

Application forms will be available at the briefing session and have to be completed in full. Applicants will need their green bar coded ID document, black pen and certified copies of their qualifications to complete the application forms.

Assessments

Short-listed applicants will be required to undergo a written assessment test to evaluate their proficiency against the programme they are applying for.

Compulsory briefing session

Region:

Venue:

Date:

Time:

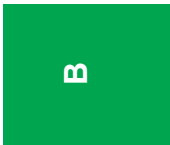
NB. Only candidates who attend the briefing session will be considered. You need to present a certified copy of your ID and Academic Qualifications at the briefing session. No late applications will be considered.

ANNEXURE B



EXPANDED PUBLIC WORKS PROGRAMME / NYS / APPLICATION FORMS									
PROGRAMME DETAILS									
Date of briefing session					Name of the project				
Province					Name of the Area				
PERSONAL DETAILS									
Surname									
First Names									
I.D Number									
Address									
Own Tel/Cell phone :					Other Telephone				
Date of Birth:					Race				
Home Language									
Other Languages									
Gender	Female				Male				
Do you have disability	Yes			No					
If yes, please specify									
Are you SA citizen	Yes			No					
If no, what is nationality									
Do u have Driver's licence	A	A1	B	C1	C2	EB	NONE		
EDUCATIONAL QUALIFICATION									
Highest qualification obtained									
Subjects						Symbols			
POST - MATRIC QUALIFICATIONS									
Institution / Provider			Qualifications				Year Obtained		

EPWP-NYS Application form



WORK EXPERIENCE		
Employer	Position	Duration (How Long)
REASON FOR LEAVING		
WORK EXPERIENCE		
Employer	Position	Duration (How Long)
REASON FOR LEAVING		
INTERESTS , HOBBIES AND ABILITIES (Please state your hobbies, interests and abilities as you know yourself from experience)		
HOBBIES		
GENERAL INTERESTS		
NATURAL ABILITIES (What are you good at)		
Please explain why you wish to apply for this project		
I hereby confirm that the above information is true and I currently live in		
Signature of Applicant: _____		
Date of application: _____		
Please attach a certified copies of your ID document and certificates		

ANNEXURE C



EPWP - NATIONAL YOUTH SERVICE BRIEFING NOTES

1. NYS Objectives

- Ensure participation of youth in the National Youth Service and EPWP through service activities in the Built Environment.
- Ensure that youth develop skills, understanding and aspirations for working in the built environment
- Exit strategies:
 - Facilitate exit opportunities for the youth into:
 - o Further education
 - o Employment with private sector or other departments/ spheres of government, and
 - o entrepreneurship or cooperatives

2. What Does the NYS Seeks to Address

- Realization of the shortages of Artisans in the Built Environment
- All government departments required to utilize state expenditure for job creation and skills development
- DPW contribution to job creation, set aside Building Construction, Rehabilitation and Maintenance Project for NYS

3. Target Groups

- Unemployed youth, aged between 18 - 35, interest in built environment artisan career, resides close to project location, meets entry requirements for training (Grade 12 or 10 with Maths & Science)
- Unemployed Built Environment Graduates and Drop-outs (University, Technikons, TVET colleges).

4. Youth Recruitment

- Youth fill in Applications Forms attach copy of ID & Certificates
- Short-listing and successful candidates are called for a written assessment
- Candidates who score high scores are selected into the programme and undergo induction
- After the induction candidates take the sign a Contract and a Code of Conduct and go for training

5. Training

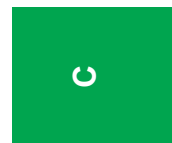
- Induction (2 Weeks) NYDA
- Life skills (10 Days) DPW/NYDA
- Technical training (6 months) DPW/TVET
 - National Certificate: Community House Building Level 2
- Entrepreneurship/ Cooperatives/ Additional Technical Skills (10 days) NYDA
- Introduction to the Built Environment (5 days) DPW

6. Activities & Results

- Landscaping
- Painting
- Bricklaying & Plastering
- Tiling
- Carpentry
- Fitting of doors, windows and glass
- Plumbing
- Electrical works

7. Practical Work

- Youth will work in order of preference, but taking into account practicalities for a period of 6 months attached to a project:
 - o As assistants to artisans in areas they have been trained : bricklaying, painting, tiling etc. (e.g. mixing adhesive for tilers)
 - o As manual labourers (Moving bricks, cleaning site)



8. Outcomes

- Youth who:
 - Understand value of work, productivity
 - Understand citizenship and workplace values
 - Are independent and self-confident
 - Have good communication skills
 - Have basic competency in respective trades
 - Have income through: DPW employment, other private sector employment, self-employment

9. Recommended Allowances

Recommended allowances are in line with the ministerial determination governing minimum wage which is adjusted annually.

- In class training (**National/Provincial department of Public Works**):
 - R per month for food and transport
- While working (**National/Provincial department of Public Works**)
 - R per month

ANNEXURE D

Name of contract

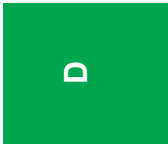
WCS

Course name and duration



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA



**NYS/EPWP CONTRACT
IN TERMS OF SECTION 18(2) OF THE ACT ENTERED**

Between

**THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA
IN ITS DEPARTMENT OF PUBLIC WORKS**

And

.....

NYS/EPWP CONTRACT

between

THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA IN ITS DEPARTMENT OF PUBLIC WORKS, HEREINAFTER REFERRED TO AS “THE EMPLOYER”

Address: Public Works House, corner of Church and Bosman Streets
PRETORIA

Represented by in his/her capacity as Project Manager duly authorized to enter into this Contract.

and

.....

HEREINAFTER REFERRED TO AS “THE PARTICIPANT”

Address:
.....
.....
.....

In his/her personal capacity

CONTENTS

Clause	Page
1. Definitions	5/6
2. Declaration	6-7
3. Particulars of Appointment	7
4. Duties and Responsibilities of the Participant	8
5. Duties and Responsibilities of the Employer	9-11
6. Rights of the Participant	11
7. Registered Training Provider	11/12
8. Remuneration	12-13
9. Other service benefits	13-17
10. Termination of Contract	17
11. General Provisions	18
12. <i>Domicilium Citandi et Executandi</i>	19- 20
Annexure A – Duties and responsibilities of the participant	
Annexure B - Learning Logbook/Progress: Report on service programme	

WHEREAS

- A. The Employer needs to, from time to time, appoint and place participants in a temporary capacity to execute the functions and responsibilities as required by the Act and to enhance the skills development of the country; and

- B. The participant is committed to the structured training programme and to the service activities that are outlined by the Department of Public Works in the programme. The participant will agree to undertake their service activities in the employ of a contractor appointed by the DPW. The service activities will include all tasks that are relevant to the construction of public buildings.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1 DEFINITIONS

- 1.1 **“Act”** means the Skills Development Act, 1998 (Act No 97 of 1998)
- 1.2 **“stipend”** means the amount of money paid or payable to a Learner in respect of ordinary hours of work or, if they are shorter, the hours a participant normally works in a day or week;
- 1.3 **“collective agreement”** means a written agreement concerning terms and conditions of employment or any other matter of mutual interest concluded by one or more registered trade unions, on the one hand and, on the other hand-
- a) one or more employers;
 - b) one or more registered employer’s organizations, or
 - c) one or more employers and one or more registered employer’ organization;
- and includes a collective agreement concluded in a bargaining council binding in terms of either section 31 or 32 of the Labour Relations Act, 1995.
- 1.4 **“month”** means a calendar month
- 1.5 **“overtime”** means the time that the participant works during a day or a week in excess of ordinary hours of work,
- 1.6 **“work”** includes any time that the participant is required to spend in study periods or theoretical learning sessions with the training provider in terms of this contract as well as time that the participant spends on site undertaking the agreed upon construction activities as part of their service obligations. While the participant will be required to sign a new contract once they begin activities with the contractor, this contract will fall within the parameters contained within this broader contract and all conditions will apply;
- 1.7 **“workplace”** means any place where participants work.
- 1.8 **“the Employer”** within this contract means the Department of Public Works (although as indicated there will be an additional contract signed with the contractor who will act as the employer during the service period under the auspices of this contract)
- 1.9 **“the Participant”** refers to a person undertaking a National Youth Service/EPWP Programme in his/her personal capacity;

- 1.10 **“the Department”** means the Government of the Republic of South Africa in its Department of Public Works;
- 1.11 **“Head Office”** refers to the Head Office of the Department situated in Pretoria;
- 1.12 **“Regional Office”** refers to an officer of the Department in any region within the Republic;
- 1.13 **“date of appointment”** refers to the date mentioned in clause 3.3
- 1.14 In this contract, except where the context otherwise requires:
 - 1.14.1 the masculine includes the feminine;
 - 1.14.2 the singular includes the plural;
 - 1.14.3 any reference to a natural person includes a body corporate, firm or association.
- 1.15 The head notes to the clauses of the contract are included for reference purposes only and shall not affect the interpretation of the provisions to which they relate.
- 1.16 Words and plurals defined in any clause shall bear the meanings assigned thereto.
- 1.17 The annexure thereto is deemed to be incorporated herein and forms an integral part of the contract.
- 1.18 The various parts of the contract are severable and may be interpreted as such.

2 DECLARATION OF PARTIES

- 2.1 Both parties understand and agree that this contract is legally binding and that it is an offence in terms of the Skills Development Act 97 of 1998 (the Act) and the disciplinary code and procedure to provide false or misleading information.
- 2.2 Both parties understand and agree that matter arising from the contract which is not specifically provided for herein shall be dealt with in accordance with the provisions of the following Legislations:
 - 2.2.1 Skills Development Act (Act 97 of 1998)
 - 2.2.2 Basic Conditions of Employment Act (Act no 75 of 1997)
 - 2.2.3 Determination made in terms of section 18(3) of the Act,
 - 2.2.4 Labour Relations Act (No 66 of 1995)
 - 2.2.5 Employment Equity Act (No 55 of 1998)
 - 2.2.6 Occupational Health and Safety Act (No 85 of 1993)

- 2.2.7 Compensation for Occupational Injuries and Diseases Act (No 130 of 1993)
- 2.2.8 Public Service Act (Act no 38 of 1994) as amended
- 2.2.9 Public Service Regulation 1999 as amended
- 2.2.10 Public Finance Management Act (Act no 1 of 1999) as amended and its Regulations

3 PARTICULARS OF APPOINTMENT

- 3.1 The Participant shall serve the Employer as **General Worker, they will also be given an opportunity to get training on a trade available in accordance to the DPW project requirement. The contractor will then provide a progress report about each learner on their performance on site** to the **NYS Coordinator`s** Office.

- 3.2 The level of the training is on the NQF level
- 3.3 This contract has two components – both components will be accommodated within this contract. Both components will be the responsibility of DPW although certain mechanisms may differ.
Component 1: This component includes the technical training and the life skills training and when participants are undertaking this component it will be in terms of the specified stipend rate for this component, which is a maximum of R per month. **Component 2:** This component includes the service activities that the participant will be required to undertake on the construction project to which the participant is allocated under the auspices of DPW. When participants are undertaking this component it will be in terms of the specified rate for this component that is a minimum of R per month.

- 3.4 From the point when the participant begins component 2, the participant will also sign a contract with the contractor (this will be an addendum to this contract) and from this point all payment pertaining to components 1 and 2 will be made by the contractor in terms of conditions as set out in this contract. The contractor will then make the relevant claims for this payment will be made to DPW.

- 3.5 This contract (covering both components) will come into force on 201..... and will continue for a period of months until 201.....
- 3.6 The employer has the discretion to extend the duration of the contract if the Participant has not completed the Youth Service/EPWP Programme within the contract period.
- 3.7 This contract is subject to the submission of certificates by the Participant of his/her highest academic and professional qualifications and relevant personal documents. failure to produce such documents will result in termination of the contract
- 3.8 Upon completion of the term of the contract as stipulated in 3.3, the Participant's contract by the Employer will *ipso facto* cease.
- 3.9 It is expressly recorded and agreed between the Parties that nothing in this contract will serve to justify any expectation on the part of the Participant that he/she will be re-employed by the Employer, either at the conclusion of the contract or at any time thereafter, nor will it make the Participant entitled to permanent employment by the Employer.

4 DUTIES AND RESPONSIBILITIES OF THE PARTICIPANT

- 4.1 The duties and responsibilities attached to the post wherein the Participant is appointed are set out in Annexure A. This Annexure will stipulate when participants are in training and when they are on site; and what their requirements and responsibilities will be both in training and on site. This Annexure will be determined by each project and distributed to participants to affix to this contract
- 4.2 The Participant shall faithfully and diligently devote the whole of his/her time to the service of the Employer and shall undertake the above duties and responsibilities as well as any/all related duties required of him to the best of his ability.

- 4.3 In executing the duties and responsibilities set out in Annexure A, the Participant shall comply with the provisions of all the relevant acts, prescripts, regulations, agreements and/or orders the Department.
- 4.4 The Participant shall at such intervals as the Employer may direct, report on the knowledge, skills and/or results acquired by him/her in any work done by him/her during official working hours. The participant may also be required to report on work completed during the service activities.
- 4.5 The Participant undertakes not to disclose any confidential information to any person outside the employer's service either during currency of after termination thereof.
- 4.6 In the event of a breach of the provisions of 4.5 supra, the Participant's contract shall be terminated and such amount as determined by the employer be recovered.

5 DUTIES AND RESPONSIBILITIES OF THE EMPLOYER

- 5.1 The employer shall ensure that the technical training and the life skills component is provided during the contract period and that the participant is assigned to a construction project and is able to be usefully employed for the duration of the contract.
- 5.2 The employer will also ensure that during the period in which the participant is with the contractor the participant is usefully employed on site, is released to attend off-the job technical training and life skills training and that the contractor will allow the technical training provider access to the site to conduct on-the-job assessment where required. This should be provided in accordance with the project plan provided by the contractor at the inception of the project and will be reported on in the monthly operations meetings.
- 5.3 The employer will also ensure that the contractor provides opportunities for the technical training provider and the life skills provider to periodically discuss progress with the participant in terms of a schedule outlined by the contractor in the inception project plan and will be reported on in the monthly operations meetings.

- 5.4 The employer shall reach agreement with the contractor to ensure (how) that the participant is provided with adequate supervision and appropriate support in the work environment to achieve the relevant outcome of the Youth Service/EPWP Programme, (the mentor should be employed specifically for developing NYS beneficiaries, the contractors will tell about the target date he needs to meet, target date set by NDPW). This will also be outlined in the project plan agreed upon in the inception meeting and will be reported on in the monthly operations meetings;
- 5.5 The employer and NYS Deputy Director shall monitor the attendance registers submitted by the technical provider (where the technical training takes place prior to the period when the participant is on site) so that payment can be made based on this attendance register. Once the participant has begun on site the contractor will submit attendance registers to the employer (NDPW) to enable payments to be made. If the participant attends training once they are already on site, then the training provider will submit attendance registers to the contractor. This will allow the contractor to submit attendance registers to the employer to enable payment to be made to the participant in terms of the monthly attendance register;
- 5.6 Issue the Participant with a certificate of service at the end of the Youth Service/EPWP Programme;
- 5.7 Where required, provide appropriate facilities to train the participant in accordance with the workplace component of learning;
- 5.8 Pay the Participant the agreed allowance (stipend) both while the Participant is in component 1 (technical training and life skills) and for component 2 when the Participant is on-site, the employer will ensure that payment is made by the contractor and in terms of the condition of this contract and the contract which participants will sign with the contractor which will be an annexure to this contract;

- 5.9 Advise the participant on -
 - 5.9.1 the terms and conditions of his or her employment, including the allowance (stipend); and
 - 5.9.2 workplace policies and procedures;

6 RIGHTS OF THE PARTICIPANT

- 6.1 The Participant has the right to;
 - 6.1.1 Be educated and trained in terms of this contract;
 - 6.1.2 Have access to the required resources to receive training in terms of the Youth Service/EPWP Programme;
 - 6.1.3 Have his or her performance in training assessed and have access to the assessment results;
 - 6.1.4 Have access to a service project in which s/he is able to undertake their work activities in a construction project that is for a public sector department;
 - 6.1.5 Receive a certificate upon successful completion of the Youth Service Programme.

7 REGISTERED TRAINING PROVIDER

- 7.1 Registered Training Provider shall provide theoretical and practical training to all Participants appointed by the Department in Component 1 in accordance with the time schedule agreed with DPW (once the participants have begun Component 2 then the training will be in accordance with the schedule agreed upon between the employer and the contractor (which will be outlined in the project plan provided by the contractor)
- 7.2 The Registered Training Provider will issue successful Participants with certificates at the end of the Youth Service Programme (that is, at the end of the year of service);
- 7.3 The training provider shall have the right of access to the Participants books, learning material and workplace if required;

- 7.4 Record, monitor and retain details of training provided to the Participants in terms of the Youth Service Programme contract and any agreement signed and will submit attendance registers to DPW (Component 1) and once the participant has begun on site to the contractor (Component 2);
- 7.5 Conduct off-the-job assessment in terms of the Youth Service Programme in accordance with the schedule agreed upon with the contractor;
- 7.6 Provide reports to the employer on the Participants performance;
- 7.7 Assess practical training of the Participant.

8 REMUNERATION

- 8.1 The Participant shall be remunerated monthly in terms of the amount determined by the Sectorial Determination 5: Learnership Sector, SA (Government Notice No. R 234: Amendment of 15th March 2011) and the Ministerial Determination 4: Expanded Public Works Programs (Government Notice No. R 9745: 4 May 2012, 2012 and paid on the last working day of the month during Component 1 and on a day agreed upon with the contractor once Component 2 has begun (this will be stipulated in the schedule agreed upon in the inception meeting of the project).
- 8.2 This payment will be dependent on the participant adhering to the conditions of service which are stipulated and focus on both attendance and completion of tasks where relevant.
- 8.3 The Participant's allowance will be R per month when the participant is undertaking training (Component 1).
- 8.4 The Participants allowance will be R per month when the participant is undertaking service on site (Component 2).
- 8.5 These allowances will be subject to the conditions outlined in this contract.

9. OTHER SERVICE CONDITIONS AND BENEFITS

9.1 Terms of Work

- Participants on a NYS EPWP Project are employed on a temporary basis.
- Participants may NOT be employed for longer than 24 months in any five-year cycle on a NYS EPWP Project.
- Employment on a NYS EPWP Project does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

9.2 Normal Hours of Work

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

- (a) more than forty-five hours in any week
- (b) or more than five days in any week; and
- (c) for more than eight hours on any day.

A task-rated participant may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 45-hour week) to that participant.

9.3 Meal Breaks

- A participant may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- A participant and employer may agree on longer meal breaks.
- 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.
- A participant is not entitled to payment for the period of a meal break, if perform duties during this time may get off earlier than arranged bases on the time worked during meals. However, a participant who is paid on the basis of time worked must be paid if the participant is required to work or to be available for work during the meal break.

9.4 **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.

9.5 **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”).

9.6 **Work on Sundays and Public Holidays**

- A participant may only work on a Sunday or public holiday to perform emergency or security work and agreement must be signed with the employer.
- Work on Sundays is paid in terms of basic conditions of employment act rate of pay.
- A task-rated participant who works on a public holiday must be paid –
 - (a) double the daily task rate, irrespective number of hours performed
- A time-rated participant who works on a public holiday must be paid –
 - (a) double the daily rate of pay, irrespective number of hours worked

9.7 **Place of National Youth Service/EPWP**

A Participant on a NYS EPWP Project shall carry out their duties as officials of the department and/or in such other places within the Republic of South Africa. When required to perform duties away from his/her place of duty – that is outside of their Province, the Participant shall travel at the Employer’s expense and shall be paid a subsistence allowance in accordance with and subject to the provisions of the Public Service Regulations and instructions in force at the time.

9.8 Leave benefits

The Participant shall be entitled to the following paid leave:

(a) Sick Leave

- Only participants who work four or more days per week have the right to claim sick-pay in terms of this clause.
- 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.
- A participant may accumulate a maximum of twelve days' sick leave in a year.
- Accumulated sick-leave may not be transferred from one contract to another contract.
- An employer must pay a task-rated participant the participant's daily task rate for a day's sick leave.
- An employer must pay a time-rated participant the participant daily rate of pay for a day's sick leave.
- An employer must pay a participant sick pay on the participant's usual payday.

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 –

- (a) absent from work for more than two consecutive days; or
- (b) absent from work on more than two occasions in any eight-week period.

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.

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

9.9 **Grievance resolution**

Where a Participant is dissatisfied with matters/issues arising out of the work situation or the employment relationship, such matters/issues should be articulated and resolved as quickly as possible. To this end the existing grievance resolution mechanism is placed at the disposal of the participant.

Disputes shall be dealt in terms of the Skills Development Act.

9.10 **Disciplinary procedure**

A participant is expected to maintain standards of conduct/behavior and job performance in accordance with the statute of the Department, the job requirements and the contracts of employment. Failure to do so may render a participant liable to disciplinary action. Such action is intended to be corrective rather than punitive; and aims to improve the conduct/behavior of a participant.

The responsibility for disciplinary action rests with the immediate supervisor/manager and should always be taken as quickly as possible. The disciplinary code and procedure that exists must be followed in all misconduct cases.

In all cases where disciplinary action is taken, a participant shall exercise his/her right of appeal.

9.11 **Health and Safety**

Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

A participant must –

- (a) work in a way that does not endanger his/her health and safety or that of any other person;
- (b) obey any health and safety instruction;
- (c) obey all health and safety rules of the EPWP;
- (d) use any personal protective equipment or clothing issued by the employer;
- (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

9.12 Compensation for Injuries and Diseases

- It is the responsibility of the employers to arrange for all persons employed on a NYS/EPWP Project to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- A participant must report any work-related injury or occupational disease to their employer or manager.
- The employer must report the accident or disease to the Compensation Commissioner.
- 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. 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.

10 TERMINATION OF CONTRACT

Contract of employment between the parties terminates:

- 10.1 Upon the expiry of the contract period, unless the contract is extended per clause 3.4, in which case the contract will be terminated upon the extended period.
- 10.2 The Participant successfully completes the NYS/EPWP Programme;
- 10.3 Upon resignation by the Participant in which case a notice period of 1 week will be given to employer;
- 10.4 Upon dismissal of the Participant on grounds related to the Participant's conduct or capacity.
- 10.5 The Employer reserves the right to immediately terminate the Participant's contract on contravention of any of the provisions of the Public Service Act, 1994 or Labour Relations Act, 1995.as amended.

11 GENERAL PROVISIONS

- 11.1 This contract constitutes the entire contract between the Parties and no amendment, variation or alteration to any of the terms and conditions of the contract shall be of any effect unless reduced to writing and signed by both Parties.
- 11.2 The interpretation of this contract shall be governed by the laws and legal principles applied in the Republic of South Africa.
- 11.3 In the event of any legal proceedings arising from the provisions of this contract, the Parties submit to the jurisdiction of the High Court within the Region where the Participant is employed.
- 11.4 The parties agree and understand that any overpayments resulting from the errors in the relevant determinations, directives or application of any provisions thereof will be recovered from the Participant's allowance as soon as detected.

12 DOMICILIUM CITANDI ET EXECUTANDI

12.1 The Employer chooses as its *domicilium citandi et executandi* for all purposes arising from this contract:

STREET ADDRESS: 124 CHURCH STREET
PRETORIA
0001

POSTAL ADDRESS: PRIVATE BAG X65
PRETORIA
0001

TELEPHONE NUMBER: (012) 406 3000

FAX NUMBER : (012)

12.2 The Participant chooses as its *domicilium citandi et executandi* for all purposes arising from this contract:

STREET ADDRESS:
.....
.....

POSTAL ADDRESS :
.....
.....

TELEPHONE NUMBER:

FAX NUMBER :

THUS DONE AND SIGNED BY THE EMPLOYER AT

ON THIS DAY OF 201.....

AS WITNESSES:

1. SIGNATURE:

RANK:

2. SIGNATURE:

RANK:

.....
for THE EMPLOYER

THUS DONE AND SIGNED BY THE PARTICIPANT AT

ON THIS DAY OF 201.....

AS WITNESSES:

3. SIGNATURE:

RANK:

4. SIGNATURE:

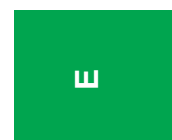
RANK:

.....
THE PARTICIPANT

ANNEXURE E



OUTLINE OF THE NYS EPWP ORIENTATION PROGRAMME FOR YOUNG PEOPLE



Day 1	<p><u>What is National Youth Service?</u> Trainers</p> <p>Introductions, Expectations and Objectives of the Orientation Programme Icebreaker/Getting to know each other Activity 1: Developing Ground Rules Activity 2: Understanding the Situation of Youth in SA Activity 3: Understanding National Youth Service (overview)</p>
Day 2	<p><u>Nature of the Particular NYS EPWP Project</u> EPWP and Trainers</p> <p>Activity 1: Overview of EPWP Activity 2: Nature of the Service Activities Activity 3: What Training will be Provided Activity 4: Relevant Exit Opportunities Activity 5: How this NYS EPWP Project will be Structured Activity 6: The Conditions of Service in the NYS EPWP Project Activity 7: Cost Analysis of a NYS Project</p>
Day 3	<p><u>Active Citizenship</u> Trainers</p> <p>Icebreaker/Getting to know each other Activity 1: What is a Democracy? Activity 2: What is Citizenship? Activity 3: Becoming an Active Citizen Activity 4: Reflection – A Roadmap to Democracy</p>
Day 4	<p><u>Using a Financial Institution-Banking</u> Trainers and Bank Representative</p> <p>Activity 1: Why Have a Bank Account? Activity 2: Which Bank Services Do I Need? Activity 3: Savings and Earning Interest Activity 4: Bank Fees Activity 5: Bank Presentation Activity 6: Choosing a Transaction Account Activity 7: Opening a Bank Account and Using an ATM</p>

Day 5	<p><u>Youth Development Paradigm (the values, beliefs and attitudes that inform the NYS Programme)</u> Trainers</p> <p>Icebreaker/Getting to know each other Activity 1: Reflection – Participants Expectations (and Reality Check) Activity 2: How Young People are Often Perceived Activity 3: How We Want Young People to be perceived Activity 4: Reflection – My Own Perceptions</p>
Day 6	<p><u>Knowing Self</u> Trainers</p> <p>Icebreaker/Getting to know each other Activity 1: Where am I? – Relationship Maps Activity 2: Is This Where I Want to be? Activity 3: Where do I Want to go? Activity 4: The Why and the How of Journaling Activity 5: Journaling – A Reflection Exercise</p>
Day 7	<p><u>Knowing the Sector – Preparing for the Site Visits</u> Trainers</p> <p>Icebreaker/Getting to know each other Activity 1: Identifying a Mentor Activity 2: Expectations and Perceptions of the Sector Activity 3: Preparation for Site Visits</p>
Day 8	<p><u>Knowing the Sector – Visiting the Sites</u> EPWP and Trainers</p> <p>Activity 1: Occupational Health and Safety Activity 2: Site Visits Activity 3: Making Sense of the Site Visits Activity 4: Reflection</p>
Day 9	<p><u>Personal Budgeting</u> Trainers</p> <p>Activity 1: The Stipend Activity 2: Attitudes to Money Activity 3: Personal Budgeting Activity 4: Case Studies and Scenarios Activity 5: Reflection</p>
Day 10	<p><u>Making Decisions – Signing Contracts</u> EPWP and Trainers</p> <p>Activity 1: How Others See Me Activity 2: An Honest and Realistic Reflection of Myself Activity 3: Making a Commitment to My Decision Activity 4: Signing Contracts, Completing Forms</p>

LIFE SKILLS

ID	Unit Standard Title	NQF Level	Learning Subfield	Credits
114941	Apply knowledge of HIV/AIDS to a specific business sector and a workplace	Level 3	People/Human-Centred Development	4
116966	Apply knowledge of self and own situation to manage risks resulting from change in the workplace	Level 3	People/Human-Centred Development	3
11813	Apply knowledge of self in order to make a life decision	Level 2	People/Human-Centred Development	3
114952	Apply problem-solving techniques to make a decision or solve a problem in a real life context	Level 3	People/Human-Centred Development	2
114950	Apply ways of leading in different situations	Level 2	People/Human-Centred Development	3
14659	Demonstrate an understanding of factors that contribute towards healthy living	Level 1	People/Human-Centred Development	4
7503	Demonstrate effective self-management skills	Level 1	People/Human-Centred Development	2
15093	Demonstrate insight into democracy as a form of governance and its implications for a diverse society	Level 5	People/Human-Centred Development	5
11816	Demonstrate knowledge and understanding of the rights and responsibilities of the individual under the South African Constitution	Level 2	People/Human-Centred Development	2
14661	Demonstrate knowledge of self in order to understand one's identity and role within the immediate community and South African society	Level 1	People/Human-Centred Development	3
7504	Demonstrate skills that relate to a safe and secure environment	Level 1	People/Human-Centred Development	2
7498	Describe health care practices and the consequences of chemical dependency	Level 1	People/Human-Centred Development	2
114947	Design ways in which individuals in a community can contribute towards creating a caring environment for people who are vulnerable	Level 3	People/Human-Centred Development	3
7502	Discuss and explain social diversity, human rights and alternative perspectives	Level 1	People/Human-Centred Development	2
114937	Explain and apply ways of contributing towards community development	Level 3	People/Human-Centred Development	5
114949	Identify oneself in a situation of abuse and develop coping mechanisms	Level 2	People/Human-Centred Development	2
114945	Identify ways of managing relationships in own life	Level 2	People/Human-Centred Development	2

ANNEXURE F



Private Bag ..., int Code: +27 Tel: ...Fax ...
e-mail: ... website: ...

ATTENTION:

Dear Sir/Madam

As a result of your successful candidature for the advertised Expanded Public Works (EPWP) National Youth Service (NYS) Programme for Project it gives us pleasure to inform you that you've been accepted. Your date of assumption of training will commence on the for a period of nine months.

Post : NYS Learner
Stipend (For theoretic training) : R per month
Stipend (On site practical training) : R per month
Establishment : EPWP-NYS
Centre :

Stipends are not fixed but paid at a daily rate where applicable for the period attended.

Official starting time and training hours are from
Your appointment is subject to the provision of the Public Service Act, 1994 with exclusion made in the contract designed for the programme.

It is trusted that you will be very happy and successful in the Service of the Department of Public Works.

Yours Faithfully,

.....
MR/MS
MANAGER: EPWP – NYS
DATE:

I ID No.:
ACCEPT/REJECT the offer as EPWP/NYS Learner.

Signature:

Date:

Cell/Tel:

ANNEXURE G

ADDITIONAL SPECIFICATION

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

CONTENTS

SL 01	SCOPE
SL 02	TERMINOLOGY AND DEFINITIONS
SL 03	APPLICABLE LABOUR LAWS
SL 04	EXTRACTS FROM MINISTERIAL DETERMINATION REGARDING SPWP
SL 05	EMPLOYER'S RESPONSIBILITIES
SL 06	PLACEMENT OF RECRUITED YOUTH WORKERS
SL 07	TRAINING OF YOUTH WORKERS
SL 08	BENEFICIARY (YOUTH WORKERS) SELECTION CRITERIA
SL 09	CONTRACTUAL OBLIGATIONS IN RELATION TO YOUTH LABOUR
SL 10	PROVINCIAL RATES OF PAY
SL 11	MEASUREMENTS AND PAYMENT
EXAMPLE	EPWP-NYS EMPLOYMENT AGREEMENT

SL 01 SCOPE

This project is part of the Expanded Public Works Programme and the National Youth Service Programme (NYS) and aims to train young people and provide them with practical work experience as part of this programme. Youth aged between 18 and 35 will be recruited and trained in skills relevant to the work to be done on this project. These youth will have to be employed by the contractor as part of this project so that they can gain their work experience on these projects. The training of the youth will be coordinated and implemented by a separate service provider. This service provider will provide the contractor with a list of all the youth and the training each of these youth have received. The Contractor will be required to employ all of these youth for a minimum period of 6 months. Furthermore the Contractor will be required to supervise these youth to ensure that the work they perform is of the required standard. The contractor's staff will be required to assist and mentor the youth to ensure that they are able to perform the type of work they need to do to the satisfactory standards required. The contractor will not be required to employ all youth in the programme at the same time, but may rotate the youth on the project, as long as all youth are employed for the minimum duration stated earlier.

This specification contains the standard terms and conditions for workers employed in elementary occupations and trained on a Special Public Works Programme (SPWP) for the National Youth Services Programme. These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.

SL 02 **TERMINOLOGY AND DEFINITIONS**

SL 02.01 **TERMINOLOGY**

- (a) EPWP The Code of Good Practice for Expanded Public Works Programmes, which has been gazetted by the Department of Labour, and which provides for special conditions of employment for these EPWP projects. In terms of the Code of Good Practice, the workers on these projects are entitled to formal training, which will be provided by training providers appointed (and funded) by the Department of Labour. For projects of up to six months in duration, this training will cover life-skills and information about other education, training and employment opportunities.
- (b) EPWP Expanded Public Works Programme, a National Programme of the government of South Africa, approved by Cabinet.
- (c) NYDA National Youth Development Agency.
- (d) DOL Department of Labour.

SL 02.02 **DEFINITIONS**

- (a) “employer” means the contractor or any party employing the worker / beneficiary under the EPWP – NYS Programme.
- (b) “client” means the Department of Public Works.
- (c) “worker / trainee” means any person working or training in an elementary occupation on a EPWP.

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 in clauses SL 04, shall apply to works described in the scope of work and which are undertaken by unskilled or semi-skilled workers.

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 and which unskilled or semi-skilled workers undertake.

SL 04 **EXTRACTS FROM MINISTERIAL DETERMINATION REGARDING SPWP**

SL 04.01 **DEFINITIONS**

In this specification –

- (a) “department” means any department of the State, implementing agent or contractor;

- (b) “employer” means any department that hires workers to work in elementary occupations on a SPWP;
- (c) “worker” means any person working in an elementary occupation on a SPWP;
- (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;
- (e) “management” means any person employed by a department or implementing agency to administer or execute a SPWP;
- (f) “task” means a fixed quantity of work;
- (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- (i) “time-rated worker” means a worker paid on the basis of the length of time worked
- (j) “Service Provider” means the consultant appointed by Department to coordinate and arrange the employment and training of labour on EPWP infrastructure projects.

SL 04.02 TERMS OF WORK

- (a) Workers on a SPWP are employed on a temporary basis.
- (b) A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.
- (c) Employment on a SPWP does not qualify as employment and a worker so employed does not have to register as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

SL 04.03 NORMAL HOURS OF WORK

- (a) An employer may not set tasks or hours of work that require a worker 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.
- (b) An employer and a worker may agree that the worker will work four days per week. The worker may then work up to ten hours per day.
- (c) A task-rated worker 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.

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 worker ends work on one day until the time the worker starts work on the next day.

SL 04.04 MEAL BREAKS

- (a) A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- (b) An employer and worker may agree on longer meal breaks.
- (c) A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- (d) A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

SL 04.05 SPECIAL CONDITIONS FOR SECURITY GUARDS

- (a) A security guard may work up to 55 hours per week and up to eleven hours per day.
- (b) A security guard who works more than ten hours per day must have a meal break of at least one hour duration or two breaks of at least 30 minutes duration each.

SL 04.06 DAILY REST PERIOD

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

SL 04.07 WEEKLY REST PERIOD

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

SL 04.08 WORK ON SUNDAYS AND PUBLIC HOLIDAYS

- (a) A worker may only work on a Sunday or public holiday to perform emergency or security work.
- (b) Work on Sundays is paid at the ordinary rate of pay.
- (c) A task-rated worker who works on a public holiday must be paid –
 - (i) the worker's daily task rate, if the worker works for less than four hours;
 - (ii) double the worker's daily task rate, if the worker works for more than four hours.
- (d) A time-rated worker who works on a public holiday must be paid –
 - (i) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
 - (ii) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

SL 04.09 SICK LEAVE

- (a) Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- (b) A worker 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 worker has worked in terms of a contract.
- (c) A worker may accumulate a maximum of twelve days' sick leave in a year.
- (d) Accumulated sick-leave may not be transferred from one contract to another contract.
- (e) An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- (f) An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- (g) An employer must pay a worker sick pay on the worker's usual payday.
- (h) Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker 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.
- (i) 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.
- (j) A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

SL 04.10 MATERNITY LEAVE

- (a) A worker may take up to four consecutive months' unpaid maternity leave.
- (b) A worker is not entitled to any payment or employment-related benefits during maternity leave.
- (c) A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- (d) A worker is not required to take the full period of maternity leave. However, a worker 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.

- (e) A worker may begin maternity leave –
 - (i) four weeks before the expected date of birth; or
 - (ii) on an earlier date –
 - (1) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - (2) if agreed to between employer and worker; or
 - (iii) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- (f) A worker 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.
- (g) A worker 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 04.11 FAMILY RESPONSIBILITY LEAVE

- (a) Workers, 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 04.12 STATEMENT OF CONDITIONS

- (a) An employer must give a worker 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 worker is to perform;
 - (iii) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
 - (iv) the worker's rate of pay and how this is to be calculated;
 - (v) the training that the worker may be entitled to receive during the SPWP.
- (b) An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- (c) An employer must supply each worker with a copy of the relevant conditions of employment contained in this specification.
- (d) 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 04.13 KEEPING RECORDS

- (a) Every employer must keep a written record of at least the following –
 - (i) the worker's name and position;
 - (ii) in the case of a task-rated worker, the number of tasks completed by the worker;
 - (iii) in the case of a time-rated worker, the time worked by the worker;
 - (iv) payments made to each worker.
- (b) The employer must keep this record for a period of at least three years after the completion of the SPWP.

SL 04.14 PAYMENT

- (a) A task-rated worker will only be paid for tasks that have been completed.
- (b) An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer. Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (c) A time-rated worker will be paid at the end of each month and payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (d) Payment in cash or by cheque must take place –
 - (i) at the workplace or at a place agreed to by at least 75% of the workers; and
 - (ii) during the worker's working hours or within fifteen minutes of the start or finish of work;
- (e) All payments must be enclosed in a sealed envelope which becomes the property of the worker.
- (f) An employer must give a worker the following information in writing –
 - (i) the period for which payment is made;
 - (ii) the number of tasks completed or hours worked;
 - (iii) the worker's earnings;
 - (iv) any money deducted from the payment;
 - (v) the actual amount paid to the worker.
- (g) If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- (h) If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

SL 04.15 DEDUCTIONS

- (a) An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- (b) An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

- (c) An employer who deducts money from a worker's 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.
- (d) An employer may not require or allow a worker to –
 - (i) repay any payment except an overpayment previously made by the employer by mistake;
 - (ii) state that the worker received a greater amount of money than the employer actually paid to the worker; or
 - (iii) pay the employer or any other person for having been employed.

SL 04.16 HEALTH AND SAFETY

- (a) 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.
- (b) A worker must:
 - (i) work in a way that does not endanger his/her health and safety or that of any other person;
 - (ii) obey any health and safety instruction;
 - (iii) obey all health and safety rules of the SPWP;
 - (iv) use any personal protective equipment or clothing issued by the employer;
 - (v) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

SL 04.17 COMPENSATION FOR INJURIES AND DISEASES

- (a) 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.
- (b) A worker must report any work-related injury or occupational disease to their employer or manager.
- (c) The employer must report the accident or disease to the Compensation Commissioner.
- (d) An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. 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 04.18 TERMINATION

- (a) The employer may terminate the employment of a worker provided he has a valid reason and after following existing termination procedures.
- (b) A worker will not receive severance pay on termination.

- (c) A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- (d) A worker 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 worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- (e) A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

SL 04.19 CERTIFICATE OF SERVICE

- (a) On termination of employment, a worker is entitled to a certificate stating –
 - (i) the worker's full name;
 - (ii) the name and address of the employer;
 - (iii) the SPWP on which the worker worked;
 - (iv) the work performed by the worker;
 - (v) any training received by the worker as part of the SPWP;
 - (vi) the period for which the worker worked on the SPWP;
 - (vii) any other information agreed on by the employer and worker.

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:

- (a) formulate and design a contract between himself/ herself and each of the recruited youth workers, 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);
- (b) screen and select suitable candidates for employment from the priority list of youth workers provided by the NYDA;
- (c) ensure that the recruited youth workers are made available to receive basic life skills training which will be conducted and paid for by the NYDA;
- (d) ensure that all youth workers receive instruction on safety on site prior to them commencing with work on site;
- (e) ensure that all youth workers 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;
- (f) assist in the identification and assessment of potential youth workers to undergo advanced technical training in respective trades;
- (g) test and implement strict quality control and to ensure that the health and safety regulations are adhered to;
- (h) provide all youth workers with the necessary protective clothing as required by law for the specific trades that they are involved in.

- (i) provide overall supervision and day-to-day management of youth workers and/or sub-contractors; and
- (j) ensure that all youth workers are paid their wages on time through a pre-agreed payment method as stipulated in the contract with the youth worker.

SL 06 PLACEMENT OF RECRUITED YOUTH WORKERS

Employers will be contractually obliged to:

- (a) employ youth workers from targeted social groups from the priority list provided by the Service Provider/ NYDA.
- (b) facilitate on-the-job training and skills development programmes for the youth workers;
- (c) achieve the following minimum employment targets:
 - (i) 100% people between the ages of 18 and 35
 - (ii) 60% women;
 - (iii) 2% people with disabilities.
- (d) brief youth workers on the conditions of employment as specified in sub clause SL 04.09 above;
- (e) enter into a contract with each youth worker, which contract will form part of the Employment Agreement;
- (f) allow youth workers the opportunity to attend life skills training through DOL. This shall be arranged at the beginning of the contract;
- (g) ensure that payments to youth workers are made as set out in sub clauses SL 04.14 and SL 04.15 above.
- (h) set up of personal profile files as prescribed by Service Provider and as set out in sub clause SL 04.13 above.
- (i) in addition to (h) - a copy of the I.D;
 - qualifications;
 - career progress; e.g.
 - Status of technical improvement,
 - Willingness to work,
 - Leadership capabilities,
 - Discipline; and
 - Any other factors that can assist DPW-HR with the placement of the youth workers ant the end of the programme
 - EPWP Employment Agreement, and
 - list of small trade tools;must be included in the youth worker's personal profile file.

SL 07 TRAINING OF YOUTH WORKERS

Three types of training are applicable, namely

- Life skills;
- On the job training
- Technical Skills training.

Training will be implemented by training instructors accredited by DOL and/or CETA:

- Youth workers shall be employed on the projects for an average of 6 months.
 - Youth workers shall be deployed on projects in the vicinity of their homes. The same arrangements as for other workers regarding accommodation, subsistence and travel shall be applicable to youth workers.
- (a) Life skills training
All youth workers are entitled to undergo life skills training. Training of this 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 person to schedule the training sessions so that the timing of the training is aligned with the contractors work schedule and his demand for workers.
- (b) On-the job training
The Employer shall provide youth workers with on-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 workers and shall identify potential youth workers for skills development programmes.
- (c) Technical skills training
The Employer shall assist in identifying youth workers for further training. These youth workers will undergo further technical training to prepare them for opportunities as semi-skilled labourers.

Such training will comprise of an off-site theoretical component and practical training on-site. The contractor will be responsible for on-site practical work under his supervision. Youth workers who graduate from the first phase of the training programme will be identified and given opportunities to register for skills development programmes. These can ultimately result in an accredited qualification. The programme will consist of theoretical instruction away from the construction site as well as on-site practical work under the supervision of the employer. Candidates will be entitled to employment to complete all training modules.

SL 08 ***BENEFICIARY (YOUTH WORKERS) SELECTION CRITERIA***

SL 08.01 **PREAMBLE**

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

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

SL 08.02 BENEFICIARY (YOUTH WORKERS) SELECTION CRITERIA

- (a) The youth workers 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
- (b) 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.
- (c) 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 20% of persons working on a programme not being from local communities.
- (d) 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.
- (e) The proposed targets as set out in sub clause SL 06 (c)
 - 100% youth from 18 to 35 years of age;
 - 60% women;
 - 2% disabled.
- (e) Have Matric Certificate or a minimum Grade 10 with Maths and Science subjects.

SL 09 CONTRACTUAL OBLIGATIONS IN RELATION TO YOUTH LABOUR

The youth workers to be employed in the programme (EPWP-NYS) 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 10 PROVINCIAL RATES OF PAY

It is stipulated that youth workers on the EPWP-NYS receive a minimum of R 1 460 per month whilst working and R 660 per month whilst on training in ALL provinces. Should youth workers be attending training whilst employed by the contractor, the contractor will still be responsible for payment to the youth worker whilst at training.

SL 11 MEASUREMENTS AND PAYMENT

The number of youth workers specified for this contract that will receive orientation and life skills development training is and technical training is

**SL 11.01 PAYMENT FOR TRAINING OF YOUTH WORKERS
(TARGET: - ...YOUTH WORKERS)**

SL 11.01.01 Orientation and Life Skills development training for youth workers for an average of days per youth worker.....Unit: PC.Sum

SL 11.01.02 Technical skills training for youth workers for an average of days per youth worker.....Unit: PC.Sum

The above items are only applicable if DoL / NYDA do not fund the specific training.

SL 11.01.03 Payment reduction due to not meeting the target as in SL 11.01.01 and SL 11.01.02.....Unit: Youth worker
LESS R 2000 per youth worker

SL 11.01.04 Profit and attendance (on items 1 and 2 above) Unit: %

SL 11.02 PAYMENT FOR TRAVELLING AND ACCOMMODATION DURING OFF-SITE TRAINING

SL 11.02.01 Orientation / Life skills development training for 10 days each:
01 Travelling (based on R30 per day return trip/trainer)Unit: PC.sum
02 Accommodation (based on 5 nights per week and R150/trainer per night)Unit: PC.Sum
03 Profit and attendance (on items 1 and 2 above)..... Unit: %

SL 11.02.02 Skills development and technical training:
01 Travelling (based on R30 per day return trip/trainer)Unit: PC.Sum
02 Accommodation (based on 5 nights per week and R150/trainer per night).....Unit: PC.Sum
03 Profit and attendance (on items 1 and 2 above) Unit: %

The units of measurement for sub items SL 11.02.01 (01) and SL 11.02.02 (01) above shall be the cost for travel for the trainer off 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 sub items SL 11.02.01 (02) and SL 11.02.02 (02) above shall be the amounts in Rand expended for accommodation for the trainer off site that must be arranged by the contractor. Amounts quoted shall be corrected according to re-measurement based on actual invoices.

The tendered percentages under sub items SL 11.02.01 (03) and SL 11.02.02 (03) will be paid to the contractor on the value of each payment pertaining to the travelling and accommodation to cover his expenses in this regard.

SL 11.03 ALTERNATIVE WORKERS FOR THE PERIOD OF OFF-SITE TRAINING

SL 11.03.01 Skills development and technical training for youth workers for a period of days per youth worker..... Unit: worker-days

The unit of measurement shall be the number of youth workers replaced while in training multiplied by the number of days.

The rates tendered shall include full compensation for additional replacement labour during periods of off-site training.

SL 11.04 EMPLOYMENT OF YOUTH WORKERS

SL 11.04.01 Employment of youth workers.....Unit: PC.Sum
The unit of measurement shall be the number of youth workers at the labour rate of R 1 460-00 per month as the amount determined by the Ministerial Determination 4: Expanded Public Works Programs (Government Notice No. 9745: 4th May 2012) multiplied by the period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of youth workers and for complying with the conditions of contract. The cost for the training shall be excluded from this item. This item is based on 6 months appointment for youth workers.

SL 11.04.02 Profit and attendance..... Unit: %

SL 11.05 PROVISION OF EPWP DESIGNED OVERALLS AND HARD HATS TO YOUTH WORKERS

SL 11.05.01 Supply 2 x EPWP branded overalls and 1 x EPWP branded hard hat to youth each youth workerUnit: PC.Sum

Youth worker overalls should be orange (top and bottom) as per EPWP branding specification with the exception of Correctional Services contracts where the overalls should be blue (top and bottom). A minimum of two overalls per youth worker should be supplied. Hard hats should be orange and branded as per the EPWP branding specification.

SL 11.05.02 Profit and attendance..... Unit: %

An amount has been provided in the Schedule of Quantities under sub item SL 10.05.01 for the supply of EPWP designed overalls and hard hat, as per the EPWP branding specification provided by the EPWP unit, and the Service Provider. The Service Provider will have sole authority to spend the amounts or part thereof. The tendered percentage under sub items SL 10.05.02 will be paid to the contractor on the value of each payment pertaining to the supply of overalls and hard hats to cover his expenses in this regard.

SL 11.06 PROVISION OF SMALL TOOLS FOR YOUTH WORKERS

SL 11.06.01 Provide all youth workers with prescribed tools for their respective trades. Specification for the mentioned tools to be provided by the Service Provider. These tools will become the property of the youth workers after the completion of the programme...(allowed R 750-00 / youth worker)Unit: PC.Sum

SL 11.06.02 Profit and attendance..... Unit: %

SL 11.07 APPOINTMENT OF YOUTH TEAM LEADER/S

SL 11.07.01 Appointment of Youth Team Leader/s for the duration of the contract..... Unit: PC.Sum
The Youth Team Leader will act as CLO/PLO to facilitate the project work between the youth workers and the contractor. (Ratio 1:15)

SL 11.07.02 Profit and attendance..... Unit: %

SL 11.08 LIAISON WITH SERVICE PROVIDER

.....Unit: hours
The tendered rate shall include full compensation for the cost of liaising with the Service Provider and Social Facilitators on all issues regarding the works.



**EPWP - NYS AGREEMENT
LIMITED DURATION CONTRACT OF EMPLOYMENT
[Example]
FOR
EXPANDED PUBLIC WORKS PROGRAMME
BETWEEN**

Company Name:
(herein after referred to as the “**contractor**”)

Company Address:

Contract Name:

AND

Surname and Name/s
(hereinafter referred to as the “**Youth worker**”)

Residential Address:

ID number:

1. The contractor hereby appoints the Youth worker in terms of a Limited Duration Contract, to work as a youth worker within a Special Public Works Programme (SPWP) Project.
2. This contract must be read in conjunction with the standard terms and conditions of employment applicable to a SPWP, a copy of which is attached.
3. The project where you will be employed is referred to as and
is located at
4. The contract will start onand end on.....

5. You must be aware that **this contract is a Limited Duration Contract and not a permanent job**. Your minimum period of employment 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. You will be employed as a general worker within the contract, you may, depending on the contractor's operational needs, be required to perform other duties that can be reasonably expected of you.
7. You will adhere to the contractors' disciplinary code.
8. You will be required to work your daily hours from to which included your meal break.
9. While you are working you will report to
10. You will be paid an time-rate amount of R per hour.
11. The contractor shall not be required to provide to local workers:
 - holiday, leave, sick or severance pay;
 - a pension or similar scheme;
 - a medical aid or similar scheme.
12. Signed on this day of 20.....

Contractor: Date:

Youth Worker: Date:

Witness: Date:

ANNEXURE H



**EPWP - NYS AGREEMENT
LIMITED DURATION CONTRACT OF EMPLOYMENT
[Example]
FOR
EXPANDED PUBLIC WORKS PROGRAMME

BETWEEN**

Company Name:
(herein after referred to as the “**contractor**”)

Company Address:

Contract Name:

AND

Surname and Name/s
(hereinafter referred to as the “**Youth worker**”)

Residential Address:

ID number:

1. The contractor hereby appoints the Youth worker in terms of a Limited Duration Contract, to work as a youth worker within the Expanded Public Works Programme (EPWP) Project.
2. This contract must be read in conjunction with the standard terms and conditions of employment applicable to EPWP, a copy of which is attached.
3. The project where you will be employed is referred to as and

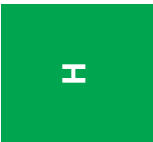
is located at

4. The contract will start onand end on.....
5. You must be aware that this contract is a Limited Duration Contract and not a permanent job. Your minimum period of employment 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. You will be employed as a general worker within the contract, you may, depending on the contractor's operational needs, be required to perform other duties that can be reasonably expected of you.
7. You will adhere to the contractors' disciplinary code.
8. You will be required to work your daily hours from to which included your meal break.
9. While you are working you will report to
10. You will be paid an time-rate amount of R per hour.
11. The contractor shall not be required to provide to local workers:
 - holiday, leave, sick or severance pay;
 - a pension or similar scheme;
 - a medical aid or similar scheme.
12. Signed on this day of 20.....

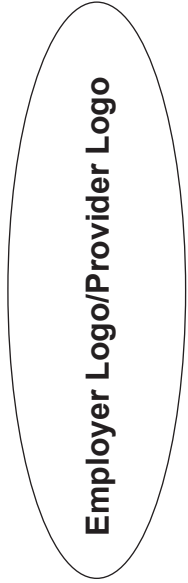
Contractor: Date:

Youth Worker: Date:

Witness: Date:



ANNEXURE I



Employer Logo/Provider Logo

Workplace Report

EMPLOYER DETAILS	
Employer Name	
SDL Number	
Address	
Name of Supervisor	
Name of Assessor	
LEARNER DETAILS	
Name	
Surname	
ID Number	
Name of Programme	
PROVIDER DETAILS	
Provider Name	
CETA accreditation no.	
Assessor Details	
Name of Programme	

Unit Standard: US ID:						Signature	
	Assessment criteria:	Start date	End Date	Hours p/d*	Learner	Supervisor	
Outcome 1							
Outcome 2	Assessment criteria:						
Outcome 3	Assessment criteria:						

Unit Standard: US ID:						Signature	
	Assessment criteria:	Start date	End Date	Hours p/d*	Learner	Supervisor	
Outcome 1							
Outcome 2	Assessment criteria:						
Outcome 3	Assessment criteria:						

*Per day



DAILY ATTENDANCE REGISTER: EPWP PROJECT	
PROVINCE	
MUNICIPALITY	
PROJECT DESCRIPTION	
PHYSICAL ADDRESS	
PROJECT NUMBER	

Project Description						
	NAME AND SURNAME	ID NUMBER	NATIONALITY SA/Non SA	GENDER M/F	DISABLED: YES /NO	Youth Yes/No
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						
32						
33						
34						
35						
36						
37						
38						
39						
40						

NOTES

Nationality:	What is beneficiaries nationality. South African or Non SA	ID Number:	What is the beneficiaries ID number (SA Identity/ Passport number/ Assylum number)
GENDER	M (Male) and F (Female)	Disabled	Yes or No
Youth	Yes or No (Yes if age is 16-35 years)		

Daily Register

If present	Please sign the register not tick					
If Absent	Please tick A	If Off Sick	Please tick S	If attending training	Please tick T	If on leave Please tick L

Please start the month on the first working day of the month. E.g. If the first working day of the month is the 3rd, Day 1 will be on the 3rd of week one

ANNEXURE L

LIST OF TOOLS FOR LEARNERS					
Electricians	Bricklayers	Carpenters	Tilers	Plumbers	Painters
Toolbox 480mm Big Jim	Toolbox 480mm Big Jim	Toolbox 480mm Big Jim	Toolbox 480mm Big Jim	Toolbox 480mm Big Jim	Toolbox 480mm Big Jim
Small Padlock	Webco spirit level D100-450	5m Tape measure	5m Tape measure	5m Tape measure	Scrapers 50mm
5m Tape measure	Trowel brick 300mm	Hammer claw all steel 500g	Trowel tile floor	Hammer Club 1.1 kg wooden handle	Scrapers 80mm
Screwdriver set 6 piece Electrical	Trowel plaster	Screwdriver set 6 piece	Float wooden	Pliers 300mm water pump	Scrapers 30mm
Chalk line	White wash brush	Webco combination square	Spirit level 450mm	Hacksaw 225mm	Spackle set
Tester auto voltage	Masonry Chisel 250 x 25mm	Small Padlock	White wash brush	Tube and pipe cutter 26mm	Hammer claw all steel 500g
Fragram crimping tool	Hammer claw all steel 500g	Webco wood chissel 19mm	Scrapers 50mm	Chisel 250 x 25mm	webco chalk line 2pce
Pliers/Side cutter set 160mm	Brick Bolster	Webco pliers combination 200mm	Scrapers 80mm	Screwdriver set Lasher 6 piece	Sanding blocks rubber
Carpenter pencil x2	Small Padlock	Saw back 300mm	Scrapers 30mm	Small Padlock	Painter brush 12mm
1.1 kg Club Hammer	5m Tape measure	Carpenters pencil red x2	Spackle set	Webco spirit level D100-450	Painter brush 25mm
Masonry Chisel 250 x 25mm	Fragram Builders line model 0.7mm	Nail and tool waist pouch	Rubber mallet 500g	Carpenter pencil x2	Painter brush 38mm
	Carpenter pencil x2		Knife trimming fixed blade		Painter brush 50mm
	Gauging Trowel		Combination square		Fragram Knife trimmer fixed blade
	1.1 kg Club Hammer		Tile cutter (medium)		Small Padlock
			Tile nipper 200mm		5m Tape measure
			Small Padlock		Carpenters pencil red x2
			Carpenter pencil x2		Paint roller classic refill 225mm
			webco chalk line 2pce		Paint roller handle steel complete
					Steel Brush
					Paint roller complete 100mm

ANNEXURE M



Department of Public Works

National Youth Services Exit Strategy Framework

National Youth Service Programme

Revised November 2016

PREPARED BY:

**The Building Maintenance and National Youth Service (NYS) Programme,
Infrastructure Sector**

Expanded Public Works Programme, Department of Public Works

Enquiries: Ms Tebogo Phiri
Director: National Youth Service Programme
Expanded Public Works Programme
Department of Public Works
T. 012 406 1116
M. 078 457 2357
E. Tebogo.phiri@dpw.gov.za



Acronyms and Definition of Terms	4
1. Introduction	5
1.1 Background	5
1.2 Problem Statement	5
1.3 Purpose of the Framework.....	6
1.4 Legislative and Policy Framework	6
1.5 Key Implementers and users of the Framework	6
2. Rationale for the Exit Strategy	6
3. Implementation Challenges	7
4. Suggested Exit Routes	7
4.1 Further Learning and Training.....	7
4.2 Employment Opportunities.....	8
4.3 SMME and Co-operative Development	8
5. Roles and Responsibilities	8
5.1 Building Maintenance and NYS	8
5.1.1 National Head Office.....	8
5.1.2 Regional NYS	9
5.2 Enterprise Development	9
5.1.1 Head Office	9
5.1.2 Regional Enterprise Development	9
5.3 EPWP Training Unit	9
6. Reporting	9
7. Stakeholder Relations	9
8. Review of the Framework	9

Acronyms and Definition of Terms

BBBEE	Broad Base Black Economic Empowerment
CIPC	Companies and Intellectuals Property Commission
CIS	Corporative Incentive Scheme
DHET	Department of Higher Education and Training
DPW	Department of Public Works
DTI	Department of Trade and Industry
EPWP	Expanded Public Works Programme
TVET	Technical Vocational Educational and Training
NCV	National Certificate Vocational
NQF	National Qualifications Framework
NSFAS	National Student Financial Aid Scheme
NYDA	National Youth Development Agency
NYS	National Youth Service
SAIRR	South African Institute of Race Relations
SARS	South African Revenue Service
SEDA	Small Enterprise Development Agency
SMMEs	Small Medium Micro Enterprises

1. INTRODUCTION

1.1 Background

The National Youth Service (NYS) was launched in April 2007 to provide opportunities for employed and unskilled youth in South Africa to gain practical artisan skills to enhance their capability to gain entry into the Built Environment sector. The Programme was launched following the 2006 State of the Nation Address by former President Mbeki which called on the need to increase the participation of the youth in service delivery programmes. Within the Department of Public Works (DPW), the NYS Programme is anchored into DPW capital works and maintenance projects, taking advantage of the substantial government expenditure in the construction sector. The Programme is being implemented through the Department's regional offices located in all the provinces. This has enabled the Programme to have a far reaching impact, even to the poorest communities in very remote areas that have limited access to opportunities and resources.

The Programme targets unemployed youth between 18 and 35, particularly young women and youth with disabilities. The youth must have a grade 12 preferably with maths and science subjects. Training is for a maximum period of twelve months which comprise of a maximum 6 months non-accredited theoretical training and 6 months practical skills in related artisan fields: bricklaying; carpentry, construction electricity, plastering, painting, plumbing, glazing, air-condition, community house build and tiling. Upon completing the Programme, it is anticipated that the learners will exit to further opportunities particularly related to the artisan field. This National Youth Service Exit Strategy Framework¹ is being developed to address the needs of beneficiaries exiting from the Programme who require and qualify for additional capacity building. The exit framework focuses on three key areas: small, medium and micro enterprise (SMME) development; employment opportunities as well as further learning and training.

1.2 Problem Statement

Youth unemployment is one of the biggest challenges facing South Africa; which is considered by some observers to be a ticking time bomb. It is estimated that at least 51% of South Africa's youth between the age of 15 and 24 are unemployed which is more than double the national average of 25% (SAIRR, 2011²). This means that increasingly, more and more youth are relying on the social income grant. The NYS Programme, which is a sub-programme of the Expanded Public Works Programme (EPWP), is aimed at ensuring that the number of unemployed and unskilled youth can earn an income while at the same time contributing to delivering services instead of relying on the social security system. The development of this NYS Exit Strategy Framework is thus premised on increasing the ability of the youth to earn an income after they have completed the programme.

¹ The NYS Exit Strategy Framework is focused on the NYS programme implemented by the National Department of Public Works. It may serve as a guide for other public bodies wishing to implement a similar programme.

² South African Institute of Race Relations, 2010/11: Employment and Incomes Survey, SAIRR, 2011.

1.3 Purpose of the Framework

The purpose of the National Youth Service (NYS) Exit Strategy Framework is to ensure that the support provided to exited NYS beneficiaries is streamlined. Specifically, the Framework will outline the following:

- Identify the problem statement
- The objectives of the NYS Exit Strategy.
- Identify exit opportunities for the NYS Programme.
- Identify roles and responsibilities.
- Identify the institutional arrangement.
- Identify reporting mechanisms.

1.4 Legislative and Policy Framework

The development of this Framework is informed and guided by the following legislative and policy prescripts:

- Constitution of the Republic of South Africa, 1996 (Act No 108 Of 1996).
- The National Youth Act, 1996.
- The National Youth Policy, 2015-2019.
- National Youth Service Policy Framework
- Broad-Based Black Economic Empowerment Act (Act No 53. of 2003).
- National Small Business Act (Act No. 102 of 1996).
- Co-operatives Act (Act No. of 14 of 2005).
- Integrated Small Enterprise Development Strategy in South Africa: 2004 – 2014, 2003.

1.5 Key Implementers and users of the Framework

This Framework is applicable to the following EPWP implementers:

- EPWP National Youth Service Managers (DPW).
- EPWP Training and Support Unit
- Other relevant stakeholders

2. Rationale for the Exit Strategy

The main objective for developing the exit strategies for NYS is to identify opportunities for NYS beneficiaries exiting from the programme. In developing the NYS Exit Strategy Framework, it should be noted that the Programme is designed to provide work opportunities and introductory skills in designated artisan fields to expose the youth in these trades. The development of this Exit Framework takes into consideration that:

- Training that is provided is largely un-accredited.
- The Programme targets youth with minimum grade 12 who neither have qualification nor experience required by the market (e.g. labour, etc.).
- There is a lack of opportunities in some provinces particularly in the built environment sector where beneficiaries can be exited into.

The proposed exit strategies seek to build on the foundation that has been laid by the Programme in order to ensure that the youth can participate in the mainstream economy. The NYS exit framework is premised on the idea of further learning and training; employment opportunities as well as SMME development including co-operatives. The NDPW also proposed to contribute to absorbing 05 (five) percent of beneficiaries into its own structures .

3. Implementation Challenges

- Exit strategy is unfunded and relies on external resources.
- There is lack of buy-in within DPW to allocate additional resources for the programme.
- Lack of DPW workshops hinders the training and placement of artisans.
- No clear internal absorption agreement in place.

4. Suggested Exit Routes

The NYS Programme is designed to provide beneficiaries with entry level experience in the built environment sector where they undergo theoretical training in the prescribed artisan trades. Upon completion of the theoretical component, the beneficiaries participate on real projects linked to their training. The Exit Strategy is intended to identify opportunities where beneficiaries could be exited into. The proposed strategy is developed around the following exit routes:

4.1 Further Learning and Training

The NYS beneficiaries receive part credits (part qualification) training of designated artisan trades. This means that the beneficiaries exit the Programme with courses that do not have full qualifications. This hinders their ability to progress to other opportunities. The further learning and training strategy is intended to ensure that beneficiaries receive a recognised qualification which they can utilise to chart their way for their chosen career path whether it be employment or SMME development.

The Strategy takes advantage of funding made available by the Department of Higher Education and Training (DHET) through the National Student Financial Aid Scheme (NSFAS) administered at institutions of higher learning, including Technical Vocational and Education and Training (FET) colleges. This strategy enables NYS beneficiaries who do not have school leaving certificate to apply for entry into TVET colleges and apply for NSFAS funding which is awarded based on means test assessment. Beneficiaries can apply for any of the National Certificate Vocations (NCV) certificates, and noted courses offered by the Public TVET colleges throughout the country. The EPWP NYS Head Office is instrumental in engaging TVETs colleges to accept NYS learners.

Structured learnership and artisan training programmes could be identified which may provide beneficiaries with an NQF qualification through training providers or relevant Sector Education and Training Authorities (SETAs).

4.2 Employment Opportunities

The NYS Exit Strategy is intended to leverage work opportunities for NYS beneficiaries where opportunities are available. In particular, the Strategy focuses on engaging contractors during project implementation to absorb beneficiaries into full-time or contract work. The NYS manager based in the regional office are instrumental in this strategy.

The strategy also looks into engagements with other Government Departments and State Owned Enterprises for short term service delivery projects which are implemented from time to time.

4.3 Small Medium Micro Enterprises and Co-operative Development

The objective of this strategy is to ensure that beneficiaries exiting from NYS know and understand that opportunities exist where they can apply their skills and experience.

- Linkage with the National Youth Development Agency for provision of support to all young people in the following areas:
- Enterprise Development 05 (five) day training
- Voucher payment system for funding of youth owned businesses
- Company registration for close corporation, PTY Limited or co-operative with the relevant agencies i.e. Companies and Intellectual Property Commission (CIPC) and Registrar of Co-operatives.
- Linkage with EPWP Enterprise Development unit which is capacitated to train on “start your own business” and develop your business plan training
- Linkages with SMME development companies and agencies e.g. black Umbrellas etc

5. Roles and Responsibilities

This section presents the roles of relevant directorates and managers in the exit strategies detailed in section 4 above.

5.1 Building Maintenance and NYS

5.1.1 National Head Office

The roles and responsibilities of the NYS Manager in relation to the implementation of the exit strategy are to:

- Identify the needs of NYS Programme in terms of implementing the exit strategy.
- Communicate the needs of NYS to Enterprise Development and Training Directorates on time and timeously.
- Provide comprehensive exit database that indicate beneficiaries that are to be exited.
- Provide comprehensive beneficiary profiles immediately after start of project.
- Develop national exit workshop plan/ calendar on time.
- Report on exit opportunities (work or other opportunities created).

- Ensure databases are updated continuously.
- Monitor exit implementation.
- Consolidate portfolio of evidence from regions.
- Engagements with NYDA for registration of Public Works projects.

5.1.2 Regional NYS

- Facilitate and communicate the organising of exit workshop 3 month's prior project completion.
- Administration of all beneficiary training certificates.
- Ensure that database with all beneficiary details is updated timorously
- Data collection of statistics for jobs created in the NYS category and the general EPWP building maintenance projects.
- Compile comprehensive beneficiary profiles immediately after start of project.
- Invite Regional Training and Enterprise Development during the induction.
- Report on exit opportunities (work or other opportunities created).
- Organise and communicate the exit workshop calendar.
- Ensure databases are updated continuously.
- Monitor exit implementation.
- Report on contractor employment progress.
- Consolidate portfolio of evidence from regions.
- Communicate with Head Office in engaging TVET colleges.

5.3 EPWP Training Unit

The Role of the Training Unit is to provide training related support to EPWP.. The EPWP Training Directorate will provide support and guidance in respect of:

- Considering NYS training needs for NSF funding and other funding opportunities.

6. Reporting

The NYS managers will report on opportunities available and beneficiaries linked to opportunities. These reports will be escalated to Chief Directors Infrastructure Sector.

Periodically, the National Youth Service Unit Head office will conduct project evaluation to measure the impact of the support provided through the exit process. These evaluations will be conducted periodically when required.

7. Stakeholder Relations

The Head Office NYS Exit Manager will table exit progress report during NYS Regional and Provincial Coordinators Committee meetings where exit implementation progress will be discussed.

8. Review of the Framework

This Framework will be reviewed as and when required.

ANNEXURE N



BCEA 1A (Regulation 2)

BASIC CONDITIONS OF EMPLOYMENT ACT, 1997 SUMMARY TO BE KEPT BY AN EMPLOYER IN TERMS OF SECTION 30

The following is a summary of the provisions of the most important sections of the Basic Conditions of Employment Act, 1997, as amended.

1. APPLICATION OF THE ACT : SECTION 3

The Act applies to all employees and employers except members of the National Intelligence Agency, South African Secret Service and unpaid volunteers working for an organisation with a charitable purpose.

The basic conditions of employment contained in the Act form part of the contract of employment of employees covered by the Act. Some, but not all, basic conditions of employment may be varied by individual or collective agreements in accordance with the provisions of the Act. (see paragraph 7 below).

2. REGULATION OF WORKING TIME : CHAPTER TWO

2.1 Application

This chapter does not apply to senior managerial employees, employees engaged as sales staff who travel and employees who work less than 24 hours a month.

2.2 Ordinary hours of work : Section 9

No employer shall require or permit an employee to work more than -

- (a) 45 hours in any week;
- (b) nine hours in any day if an employee works for five days or less in a week; or
- (c) eight hours in any day if an employee works on more than five days in a week.

2.3 Overtime : Section 10

2.3.1 An employer may not require or permit an employee -

- (a) to work overtime except by an agreement;
- (b) to work more than ten hours' overtime a week.

- 2.3.2 An agreement may not require or permit an employee to work more than 12 hours on any day.
- 2.3.3 A collective agreement may increase overtime to fifteen hours per week for up to two months in any period of 12 months.
- 2.3.4 Overtime must be paid at 1.5 times the employee's normal wage or an employee may agree to receive paid time off.

2.4 Compressed working week : Section 11

- 2.4.1 An employee may agree in writing to work up to 12 hours in a day without receiving overtime pay.
- 2.4.2 This agreement may not require or permit an employee to work -
 - (a) more than 45 ordinary hours in any week;
 - (b) more than ten hours' overtime in any week; or
 - (c) more than five days in any week.

2.5 Averaging of hours of work : Section 12

- 2.5.1 A collective agreement may permit the hours of work to be averaged over a period of up to four months.
- 2.5.2 An employee who is bound by such a collective agreement may not work more than -
 - (a) an average of 45 ordinary hours in a week over the agreed period;
 - (b) an average of five hours' overtime in a week over the agreed period.

2.6 Meal intervals : Section 14

- 2.6.1 An employee must have a meal interval of 60 minutes after five hours work.
- 2.6.2 A written agreement may -
 - (a) reduce the meal interval to 30 minutes;
 - (b) dispense with the meal interval for employees who work fewer than six hours on a day.

2.7 Daily and weekly rest period : Section 15

An employee must have a daily rest period of 12 consecutive hours and a weekly rest period of 36 consecutive hours, which, unless otherwise agreed, must include Sunday.

2.8 Pay for work on Sundays : Section 16

- 2.8.1 An employee who occasionally works on a Sunday must receive double pay.
- 2.8.2 An employee who ordinarily works on a Sunday must be paid at 1.5 times the normal wage.
- 2.8.3 Paid time off in return for working on a Sunday may be agreed upon.

2.9 Night work : Section 17

- 2.9.1 Employees who work at night between 18h00 and 06h00 must be compensated by payment of an allowance or by a reduction of working hours and transport must be available.
- 2.9.2 Employees who work regularly after 23:00 and before 06:00 the next day must be informed -
 - (a) of any health and safety hazards; and
 - (b) the right to undergo a medical examination.

2.10 Public holidays : Section 18

- 2.10.1 Employees must be paid their ordinary pay for any public holiday that falls on a working day.
- 2.10.2 Work on a public holiday is by agreement and paid at double the rate.
- 2.10.3 A public holiday may be exchanged with another day by agreement.

3. LEAVE : CHAPTER THREE

3.1 Application

The chapter on leave does not apply to an employee who works less than 24 hours a month for an employer and to leave granted in excess of the leave entitlement under this chapter.

3.2 Annual leave : Sections 20 & 21

- 3.2.1 Employees are entitled to 21 consecutive days' annual leave or by agreement, one day for every 17 days worked or one hour for every 17 hours worked.
- 3.2.2 Leave must be granted not later than six months after the end of the annual leave cycle.
- 3.2.3 An employer must not pay an employee instead of granting leave except on termination of employment.

3.3 Sick leave : Sections 22 – 24

- 3.3.1 An employee is entitled to six weeks' paid sick leave in a period of 36 months.
- 3.3.2 During the first six months an employee is entitled to one day's paid sick leave for every 26 days worked.
- 3.3.3 An employer may require a medical certificate before paying an employee who is absent for more than two consecutive days or who is frequently absent.

3.4 Maternity leave : Sections 25 & 26

- 3.4.1 A pregnant employee is entitled to four consecutive months' maternity leave.
- 3.4.2 A pregnant employee or employee nursing her child is not allowed to perform work that is hazardous to her or her child.

3.5 Family responsibility leave : Section 27

- 3.5.1 Full time employees are entitled to three days paid family responsibility leave per year, on request, when the employee's child is born or sick, or in the event of the death of the employee's spouse or life partner, or the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.
- 3.5.2 An employer may require reasonable proof.

4. PARTICULARS OF EMPLOYMENT AND REMUNERATION : CHAPTER FOUR

4.1 Application

This chapter does not apply to an employee who works less than 24 hours a month for an employer.

4.2 Written particulars of employment : Section 29

- 4.2.1 An employer must supply an employee when the employee commences employment, with the following particulars in writing:
- (a) full name and address of the employer;
 - (b) name and occupation of the employee, or a brief description of the work ;
 - (c) various places of work;
 - (d) date of employment;
 - (e) ordinary hours of work and days of work;
 - (f) wage or the rate and method of calculating;
 - (g) rate for overtime work;
 - (h) any other cash payments;
 - (i) any payment in kind and the value thereof;
 - (j) frequency of remuneration;
 - (k) Any deductions;
 - (l) leave entitlement;
 - (m) period of notice or period of contract;
 - (n) description of any council or sectoral determination which covers the employer's business;
 - (o) period of employment with a previous employer that counts towards the period of employment;
 - (p) list of any other documents that form part of the contract, indicating a place where a copy of each may be obtained.
- 4.2.2 Particulars must be revised if the terms of employment change.

4.3 Informing employees of their rights : Section 30

A statement of employees' rights must be displayed at the workplace in official languages used at the workplace.

4.4 Keeping of records : Section 31

Every employer must keep a record containing the following information:

- (a) employee's name and occupation;
- (b) time worked;
- (c) remuneration paid;
- (d) date of birth if under 18 years of age; and
- (e) any other prescribed information.

4.5 Information about remuneration : Section 33

The following information must be given in writing when the employee is paid:

- (a) employer's name and address;
- (b) employee's name and occupation;
- (c) period of payment;
- (d) remuneration in money;
- (e) any deduction made from the remuneration;
- (f) the actual amount paid; and
- (g) if relevant to the calculation of that employee's remuneration-
 - (i) employee's rate of remuneration and overtime rate;
 - (ii) number of ordinary and overtime hours worked during the period of payment;
 - (i) number of hours worked on a Sunday or public holiday during that period; and
 - (ii) if an agreement to average working time has been concluded, the total number of ordinary and overtime hours worked in the period of averaging.

4.6 Deductions and other acts concerning remuneration : Sections 34 and 34A

- 4.6.1 An employer may not deduct money from an employee's remuneration unless -
 - (a) The employee agrees in writing to the deduction of a specific debt;
 - (b) The deduction is made in terms of a collective agreement, law, court order or arbitration award
- 4.6.2 A deduction in respect of damage or loss caused by the employee may only be made with agreement and after the employer has followed a fair procedure
- 4.6.3 Employers must pay deductions and employer contributions to benefit funds to the fund within seven days.

4.7 Calculation of remuneration and wages : Section 35

- 4.7.1 Wages are calculated by the number of hours ordinarily worked.
- 4.7.2 Monthly remuneration or wage is four and one-third times the weekly wage.
- 4.7.3 If calculated on a basis other than time, or if the employee's remuneration or wage fluctuates significantly from period to period, any payment must be calculated by reference to remuneration or wage during -
 - (a) the preceding 13 weeks; or
 - (c) if employed for a shorter period, that period.

- 4.7.4 Employers and employees should consult a schedule published in the Government Gazette to determine whether a particular category of payment forms part of an employee's remuneration for the purpose of calculations made in terms of this Act.

5. TERMINATION OF EMPLOYMENT : CHAPTER FIVE

5.1 Application

This chapter does not apply to an employee who works less than 24 hours in a month for an employer.

5.2 Notice of termination of employment : Section 37

- 5.2.1 A contract of employment may be terminated on notice of not less than -
- (a) one week, if the employee has been employed for six months or less;
 - (b) two weeks, if the employee has been employed for more than six months but not more than one year;
 - (c) four weeks, if the employee has been employed for one year or more, or if a farm worker or domestic worker has been employed for more than six months.
- 5.2.2 A collective agreement may shorten the four weeks notice period to not less than two weeks.
- 5.2.3 Notice must be given in writing except when it is given by an illiterate employee.
- 5.2.4 The notice on termination of employment by an employer in terms of the Act does not prevent the employee challenging the fairness or lawfulness of the dismissal in terms of the Labour Relations Act, 1995 or any other law.

5.3 Severance pay : Section 41

An employee dismissed for operational requirements or whose contract of employment is terminated in terms of section 38 of the Insolvency Act, 1936 is entitled to one week's severance pay for every year of service.

5.4 Certificate of Service : Section 42

On termination of employment an employee is entitled to a certificate of service.

6. PROHIBITION OF EMPLOYMENT OF CHILDREN AND FORCED LABOUR : SECTIONS 43 - 48

- 6.1 It is a criminal offence to employ a child under 15 years of age.
- 6.2 Children under 18 may not be employed to do work inappropriate for their age or that places them at risk.
- 6.3 Causing, demanding or requiring forced labour is a criminal offence.

7. VARIATION OF BASIC CONDITIONS OF EMPLOYMENT : SECTIONS 49 – 50

- 7.1 A collective agreement concluded by a bargaining council may replace or exclude any basic condition of employment except the following:
- (a) the duty to arrange working time with regard to the health and safety and family responsibility of employees (S.7,9 and 13);
 - (b) reduce the protection afforded to employees who perform night work(S. 17(3) and (4));
 - (c) reduce annual leave to less than two weeks (S. 20);
 - (d) reduce entitlement to maternity leave (S 25);
 - (e) reduce entitlement to sick leave to the extent permitted (S. 22-24); and
 - (f) prohibition of child and forced labour (S.48).
- 7.2 Collective agreements and individual agreements may only replace or exclude basic conditions of employment to the extent permitted by the Act or a sectoral determination (S.49).
- 7.3 The Minister of Labour may make a determination to vary or exclude a basic condition of employment. This can also be done on application by an employer or employer organisation (S. 50).
- 7.4 A determination may not be granted unless a trade union representing the employees has consented to the variation or has had the opportunity to make representations to the Minister. A copy of any determination must be displayed by the employer at the work place and must be made available to employee's (S.50).

8. SECTORAL DETERMINATIONS : SECTION 51

Sectoral determinations may be made to establish basic conditions for employees in a sector and area.

9. MONITORING, ENFORCEMENT AND LEGAL PROCEEDINGS : SECTIONS 63 – 81

- 9.1 Labour inspectors must advise employees and employers on their rights and obligations in terms of employment laws. They conduct inspections, investigate complaints and may question persons and inspect, copy and remove records and other relevant documents (S. 64 – 66).
- 9.2 An inspector may serve a compliance order on an employer who is not complying with a provision of the Act. The employer may object against the order to the Director-General: Labour, who after receiving representations, may confirm, modify or set aside an order. This decision is subject to appeal to the Labour Court (S. 68 – 73).
- 9.3 Employees may not be discriminated against for exercising their rights in terms of the Act (S. 78 – 81).

10. PRESUMPTION AS TO WHO IS AN EMPLOYEE : SECTION 83A

10.1 A person who works for, or provides services to, another person is presumed to be an employee if –

- (a) his or her manner or hours of work are subject to control or direction;
- (b) he or she forms part of the employer's organisation;
- (c) he or she has worked for the other person for at least 40 hours per month over the previous three months;
- (d) he or she is economically dependant on the other person;
- (e) he or she is provided with his or her tools or work equipment; or
- (f) he or she only works for, or renders service to, one person.

10.2 If one of these factors is present, the person is presumed to be an employee until the employer proves that he or she is not.

11. GENERAL

It is an offence to -

- (a) obstruct or attempt to influence improperly a person who is performing a function in terms of the Act;
- (b) obtain or attempt to obtain any prescribed document by means of fraud, false pretences, or by presenting or submitting a false or forged document;
- (c) pretend to be a labour inspector or any other person performing a function in terms of the Act;
- (d) refuse or fail to answer fully any lawful question put by a labour inspector or any other person performing a function in terms of the Act;
- (e) refuse or fail to comply with any lawful request of, or lawful order by, a labour inspector or any other person performing a function in terms of the Act;
- (f) hinder or obstruct a labour inspector or any other person performing a function in terms of the Act. (S. 92)



Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID-AFRIKA

Regulation Gazette

No. 9504

Regulasiekoerant

Vol. 549

Pretoria, 15 March
Maart 2011

No. 34125

N.B. The Government Printing Works will not be held responsible for the quality of "Hard Copies" or "Electronic Files" submitted for publication purposes



AIDS HELPLINE: 0800-0123-22 Prevention is the cure

IMPORTANT NOTICE

The Government Printing Works will not be held responsible for faxed documents not received due to errors on the fax machine or faxes received which are unclear or incomplete. Please be advised that an "OK" slip, received from a fax machine, will not be accepted as proof that documents were received by the GPW for printing. If documents are faxed to the GPW it will be the sender's responsibility to phone and confirm that the documents were received in good order.

Furthermore the Government Printing Works will also not be held responsible for cancellations and amendments which have not been done on original documents received from clients.

CONTENTS • INHOUD*No.**Page
No. Gazette
 No.***GOVERNMENT NOTICE****Labour, Department of***Government Notice*

R. 234 Basic Conditions of Employment Act (75/1997): Amendment of Sectoral Determination 5: Learnership Sector, South Africa..... 3 34125

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR**No. R. 234****15 March 2011****BASIC CONDITIONS OF EMPLOYMENT ACT, NO 75 OF 1997
AMENDMENT OF SECTORAL DETERMINATION 5: LEARNERSHIP
SECTOR, SOUTH AFRICA**

I, Mildred Nelisiwe Oliphant, Minister of Labour, in terms of section 56 (1) of the Basic Conditions of Employment Act, No 75 of 1997, hereby amend Sectoral Determination 5: Learnership Sector, South Africa, published under Government Gazette No.22370 of 15 June 2001, in accordance with the schedule hereto and fix 01 April 2011 as the date from which the provisions of the said Sectoral Determination shall become binding upon all employers and learners in all sectors where Sector Education and Training Authorities (SETAs) have been established.



**M. N. OLIPHANT, MP
MINISTER OF LABOUR**

DATE.....08/03/2011.....

UMNYANGO WEZABASEBENZI**No. R. 234****15 March 2011****UMTHETHO WEZIMISELO EZIYISISEKELO EMSEBENZINI,
ONGUNOMBOLO 75 KA 1997****UKUCHIBIYELWA KWESINQUMO SOMKHAKHA 5: UMKHAKHA
WOKUQEQUKESHWA KWAMAKHONO, ENINGIZIMU AFRIKA**

Mina, Mildred Nelisiwe Oliphant, uNgqongqoshe WezabaSebenzi, ngokwesigaba 56(1) soMthetho Wezimiselo Eziyisisekelo Emsebenzini, 75 ka 1997, nginazisa ngokuchibiyelwa kwesinqumo somkhakha 5 wokuqeqeshelwa amakhono, Eningizimu Africa , owawusakazwe ngaphansi Komqulu Kahulumeni No.22370 ngomhlaka 15 kaNhlangula 2001, ngokuhambisana nohlelo lokulungisa kusukela ngomhlaka 01 kuMbaso 2011 ngokwezethulo ezibekiwe Kuzinqumo Zomkhakha okufanele bonke abaqashi kanye nabafundi bawulandele kuyona yonke imikhakha eyasungulwa ngaphansi komthetho wezo Qeqesho kwamakhono (SETAs).


M. N. OLIPHANT, MP
UNGQONGOSHE WEZABASEBENZI

USUKU...08/03/2011.....

SCHEDULE

1. Section 1 of the Sectoral Determination 5: Learnership Sector is hereby amended by:

(a) the insertion before the definition of "Bargaining Council" of the following definitions:

'apprenticeship' means a learnership in respect of a listed trade, and includes a trade-test in respect of that trade;

'artisan' means a person that has been certified as competent to perform a listed trade in accordance with Act No. 37, 2008 SKILLS DEVELOPMENT AMENDMENT ACT, 2008

(b) the insertion after the definition of "Labour Relations Act, 1995" of the following definitions:

'learner' includes an apprentice;

'learnership' includes an apprenticeship;

'learning' means the acquisition of knowledge, understanding, values, skill, competence or experience;

'learning programme' includes a learnership, an apprenticeship, a skills programme and any other prescribed learning programme which includes a structured work experience component

2. Replace Table A in sub-clause 3 as reflected in Government Notice Number 519 of 15 June 2001, with the following:

Table A

Exit level of learnership	Credit already earned by learner	Percentage of wage to be paid as allowance	Minimum allowance per week	Annual Increase
NQF 1 or 2	0 - 120	35%	R204.47	Previous years minimum allowances per week + CPI (Excluding Owner's Equivalent Rent)
	121 - 240	69%	R408.92	
NQF 3	0 - 120	17%	R204.47	
	121-240	40%	R385.10	
	241-360	53%	R630.45	
NQF 4	0 - 120	13%	R204.47	
	121-240	25%	R408.92	
	241 -360	53%	R630.45	
	361-480	56%	R920.09	
NQF 5 to 8	0-120	8%	R204.47	
	121 -240	18%	R442.99	
	241-360	27%	R662.81	
	361 -480	38%	R933.74	
	481-600	49%	R1192.70	

3. Add sub-clause 3(5) as reflected in Government Notice Number 519 of 15 June 2001, to read:

(5) Subject to sub-clause (3), the annual minimum allowances:

(a) The annualised CPI (Excluding Owner's Equivalent rent) should be utilised to calculate the annual increase on allowances.

(b) For the purpose of this clause, the "CPI" is the Consumer Price Index as reported by Statistics South Africa six weeks before the increases become effective.



Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID-AFRIKA

Regulation Gazette

No. 9745

Regulasiekoerant

Vol. 563

**Pretoria, 4 May
Mei 2012**

No. 35310

*N.B. The Government Printing Works will
not be held responsible for the quality of
"Hard Copies" or "Electronic Files"
submitted for publication purposes*



AIDS HELPLINE: 0800-0123-22 Prevention is the cure

IMPORTANT NOTICE

The Government Printing Works will not be held responsible for faxed documents not received due to errors on the fax machine or faxes received which are unclear or incomplete. Please be advised that an "OK" slip, received from a fax machine, will not be accepted as proof that documents were received by the GPW for printing. If documents are faxed to the GPW it will be the sender's responsibility to phone and confirm that the documents were received in good order.

Furthermore the Government Printing Works will also not be held responsible for cancellations and amendments which have not been done on original documents received from clients.

CONTENTS • INHOUD*No.**Page
No. Gazette
 No.***GOVERNMENT NOTICE****Labour, Department of***Government Notice*

R. 347 Basic Conditions of Employment Act, 1997: Ministerial Determination 4: Expanded Public Works Programmes..... 3 35310

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 347

4 May 2012

BASIC CONDITIONS OF EMPLOYMENT ACT, 1997**MINISTERIAL DETERMINATION 4: EXPANDED PUBLIC WORKS PROGRAMMES**

I, Nelisiwe Mildred Oliphant, Minister of Labour, hereby in terms of section 50 of the Basic Conditions of Employment Act, 1997, make a Ministerial Determination establishing conditions of employment for employees in Expanded Public Works Programmes, South Africa, in the Schedule hereto and determine the second Monday after the date of publication of this notice as the date from which the provisions of the said Ministerial Determination shall become binding.

All the provisions of the Ministerial Determination: Expanded Public Works Programmes published under Government Notice R949 in Government Gazette 33665 of 22 October 2010 will be superseded by this ministerial determination with effect from the date of implementation.


NM OLIPHANT, MP
Minister of Labour

10/04/2012

SCHEDULE**MINISTERIAL DETERMINATION NO: 3 : EXPANDED PUBLIC WORKS PROGRAMMES****Index**

-
1. Definitions
 2. Application of this determination
 3. Sections not applicable to public works programmes
 4. Conditions
-

1. **Definitions**

1.1 In this determination –

“expanded public works programme” means a programme to provide public or community assets or services through a labour intensive programme initiated by government and funded from public resources.

1.2 Without limiting subsection (1), the following programmes constitute Expanded Public Works Programmes:

- (a) Environment and Culture Sector Programmes including: Working for Water, Working on Fire, Working for Wetlands, People and Parks, Working for Energy, Working for Woodlands, Working for the Coast, Landcare, Working on Waste, Working for Tourism, Investing in Culture Programmes
- (b) Infrastructure Sector Programmes and Projects declared part of EPWP which may include the construction, rehabilitation and maintenance of: rural and low-volume roads, storm-water drains, water reticulation, basic sanitation, footpaths, sidewalks, bicycle paths, schools and clinics.
- (c) Social Sector Programmes including Early Childhood Development, Home, Community Based Care, Community Safety and other community based programmes
- (d) All projects and programmes accessing the EPWP wage incentive including those implemented by Non Governmental organisations (NGO) and Community Based Organisations (CBO) and the Community Works Programme.
- (e) Any other programme deemed to be part of the EPWP as determined by the Department of Public Works

2. **Application**

This Determination applies to all employers and employees engaged in expanded public works programmes.

3. **The following provisions of the Basic Conditions of Employment Act do not apply to public works programmes –**

- 3.1 Section 10(2) [Overtime rate]

-
- | | | |
|-----|----------------------|--|
| 3.2 | Section 14(3) | [Remuneration required for meal intervals of longer than 75 minutes] |
| 3.3 | Section 29(h) to (p) | [Written particulars of employment] |
| 3.4 | Section 30 | [Display of employee's rights] |
| 3.5 | Section 41 | [Severance pay] |
| 3.6 | Section 37 | [Notice of termination] |
| 3.7 | Sections 51 – 58 | [Sectoral Determinations] |

4. Conditions

As set out in the ANNEXURE:

ANNEXURE**CONDITIONS OF EMPLOYMENT FOR EXPANDED PUBLIC WORKS PROGRAMMES****1. Introduction**

1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.

1.2 In this document –

- (a) “department” means any department of the State, implementing agent or contractor;
- (b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a EPWP;
- (c) “worker” means any person working in an elementary occupation on a EPWP;
- (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;
- (e) “management” means any person employed by a department or implementing agency to administer or execute an EPWP;
- (f) “task” means a fixed quantity of work;
- (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- (i) “time-rated worker” means a worker paid on the basis of the length of time worked.

2. Terms of Work

2.1 Workers on an EPWP are employed on a temporary basis or contract basis.

3. **Normal Hours of Work**

- 3.1 An employer may not set tasks or hours of work that require a worker to work–
- (a) more than forty hours in any week;
 - (b) on more than five days in any week; and
 - (c) for more than eight hours on any day.
- 3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- 3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

4. **Meal Breaks**

- 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2 An employer and worker may agree on longer meal breaks.
- 4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- 4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

5. **Special Conditions for Security Guards**

- 5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- 5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

6. Daily Rest Period

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

7. Weekly Rest Period

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

8. Sick Leave

8.1 Only workers who work more than 24 hours per month have the right to claim sick-pay in terms of this clause.

8.2 A worker 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 worker has worked in terms of a contract.

8.3 A worker may accumulate a maximum of twelve days' sick leave in a year.

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

8.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.

8.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.

8.7 An employer must pay a worker sick pay on the worker's usual payday.

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

- (a) absent from work for more than two consecutive days; or
- (b) absent from work on more than two occasions in any eight-week period.

- 8.9 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.
- 8.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

9. **Maternity Leave**

- 9.1 A worker may take up to four consecutive months' unpaid maternity leave.
- 9.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 9.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 9.4 A worker is not required to take the full period of maternity leave. However, a worker 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.
- 9.5 A worker may begin maternity leave –
- (a) four weeks before the expected date of birth; or
 - (b) on an earlier date –
 - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - (ii) if agreed to between employer and worker; or
 - (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 9.6 A worker 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.

10. Family responsibility leave

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

- (a) when the employee's child is born;
- (b) when the employee's child is sick;
- (c) in the event of a death of –
 - (i) the employee's spouse or life partner;
 - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

11. Statement of Conditions

11.1 An employer must give a worker a statement containing the following details at the start of employment –

- (a) the employer's name and address and the name of the EPWP;
- (b) the tasks or job that the worker is to perform; and
- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (d) the worker's rate of pay and how this is to be calculated;
- (e) the training that the worker will receive during the EPWP.

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

11.3 An employer must supply each worker with a copy of these conditions of employment.

12. Keeping Records

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

- (a) the worker's name and position;

- (b) copy of an acceptable worker identification
 - (c) in the case of a task-rated worker, the number of tasks completed by the worker;
 - (d) in the case of a time-rated worker, the time worked by the worker;
 - (e) payments made to each worker.
- 12.2 The employer must keep this record for a period of at least three years after the completion of the EPWP.

13. **Payment**

- 13.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 13.2 A worker may not be paid less than the minimum EPWP wage rate of R63.18 per day or per task. This will be adjusted annually on the 1st of November in-line with inflation (available CPI as provided by StatsSA six (6) weeks before implementation).
- 13.3 A task-rated worker will only be paid for tasks that have been completed.
- 13.4 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- 13.5 A time-rated worker will be paid at the end of each month.
- 13.6 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 13.7 Payment in cash or by cheque must take place –
- (a) at the workplace or at a place agreed to by the worker;
 - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
 - (c) in a sealed envelope which becomes the property of the worker.
- 13.8 An employer must give a worker the following information in writing –

- (a) the period for which payment is made;
- (b) the numbers of tasks completed or hours worked;
- (c) the worker's earnings;
- (d) any money deducted from the payment;
- (e) the actual amount paid to the worker.

13.9 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.

13.10 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

14. **Deductions**

14.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

14.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

14.3 An employer who deducts money from a worker's 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.

14.4 An employer may not require or allow a worker to –

- (a) repay any payment except an overpayment previously made by the employer by mistake;
- (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
- (c) pay the employer or any other person for having been employed.

15. **Health and Safety**

15.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

- 15.2 A worker must –
- (a) work in a way that does not endanger his/her health and safety or that of any other person;
 - (b) obey any health and safety instruction;
 - (c) obey all health and safety rules of the EPWP;
 - (d) use any personal protective equipment or clothing issued by the employer;
 - (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

16. **Compensation for Injuries and Diseases**

- 16.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 16.2 A worker must report any work-related injury or occupational disease to their employer or manager.
- 16.3 The employer must report the accident or disease to the Compensation Commissioner.
- 16.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. 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.

17. **Termination**

- 17.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 17.2 A worker will not receive severance pay on termination.
- 17.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

- 17.4 A worker 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 worker may be re-engaged if a position becomes available.
- 17.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available.

Certificate of Service

- 18.1 On termination of employment, a worker is entitled to a certificate stating –
- (a) the worker's full name;
 - (b) the name and address of the employer;
 - (c) the EPWP on which the worker worked;
 - (d) the work performed by the worker;
 - (e) any training received by the worker as part of the EPWP;
 - (f) the period for which the worker worked on the EPWP;
 - (g) any other information agreed on by the employer and worker.
-