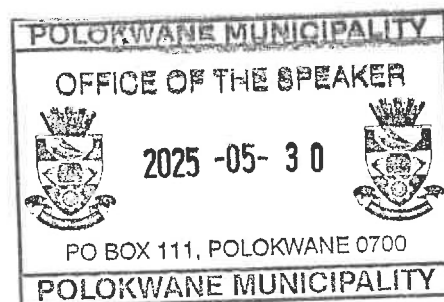




## **DRAFT POLICY**

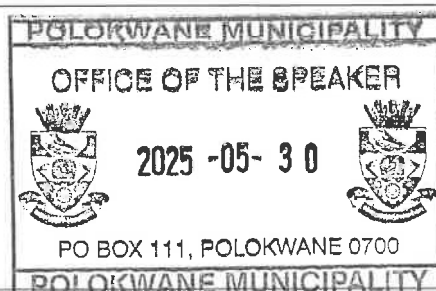
**2025**

# **RECRUITMENT OF CASUAL WORKERS AND EPWP WORKERS**



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## 1. PREAMBLE

The Expanded Public Works Programme (EPWP) has its origins in Growth and Development Summit (GDS) of 2003. At the Summit, four themes were adopted, one of which was 'More jobs, better jobs, decent work for all'. The GDS agreed that public works programmes 'can provide poverty and income relief through temporary work for the unemployed to carry out socially useful activities'.

The Programme is a key government initiative, which contributes to Governments Policy Priorities in terms of decent work & sustainable livelihoods, education, health; rural development; food security & land reform and the fight against crime & corruption. EPWP subscribes to outcome 4 which states "Decent employment through inclusive economic growth."



## 2. DEFINITIONS OF KEY TERMS

|                      |   |                                                                                                                                    |
|----------------------|---|------------------------------------------------------------------------------------------------------------------------------------|
| <b>Casual Worker</b> | : | a person employed to work on a project of the municipality for a period not exceeding 12 months                                    |
| <b>EPWP Worker</b>   | : | An unskilled or semi-skilled person working temporarily or on a contract basis on an EPWP designed project not exceeding 12 months |
| <b>Employer</b>      | : | For the purpose of this policy, employer refers to a Council of a Municipality                                                     |

### **Community Based Programmes:**

are the initiatives or activities designed and implemented within a specific community to address local needs, challenges, or issues. These programmes often involve the active participation of community members in planning, decision making, and execution. The goal is to empower the community, promote inclusivity, and foster sustainable development or change. The programmes or projects undertaken by the city that will deliver services to communities with a scope that includes skilled and unskilled work. Specific community boundaries shall be defined per programme or project by the relevant Directorate/SBU's and shall be stipulated in contract documentation.

### **Demographic Characteristics of Workers:**

In the context of EPWP appointments, demographics refer to the statistical characteristics of the individuals who are appointed/participate in the programme

**Legal employable age:** refers to persons aged between **16 – 60** years

### **Skilled work (Grade 1)**

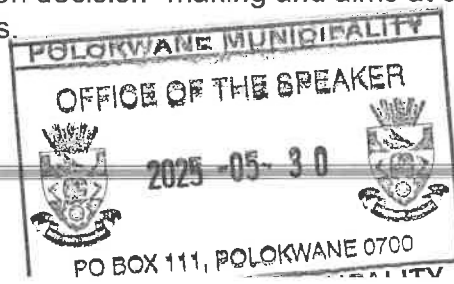
Refers to individuals who poses specialized training, expertise, or qualifications to perform complex tasks. Work requiring a person who has not received any degree of training or familiarisation with the job before being able to operate at maximum/ optimal efficiency;

### **Un-skilled work (Grade 2)**

Refers to individuals performing tasks that require little to no formal training or specialized knowledge;

**Municipality:** Polokwane Municipality.

**Policy:** A set of guiding principles intended to influence organization decision- making and aims at communicating regulations.





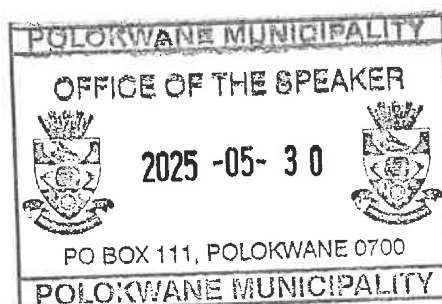
**Special Council Identified programmes or projects:**

refer to seasonal or special events programmes including the Life Saver Programme, and other programmes as determined by council or the Municipal Manager.

**3. ACRONYMS AND ABBREVIATIONS**

The following acronyms and abbreviations are used in this policy:

|        |                                                   |
|--------|---------------------------------------------------|
| EMT    | Executive Management Team                         |
| EPWP   | Expanded Public Works Programme                   |
| JSRD   | Jobseeker Registration Database                   |
| PLM    | Polokwane Local Municipality                      |
| SALGBC | South African Local Government Bargaining Council |
| SBU    | Strategic Business Unit                           |
| GDS    | Growth and Development Summit                     |



#### 4. PURPOSE AND OBJECTIVES

The purpose of this policy is to:

- 4.1. provide principles and methodology for the recruitment and selection of jobseekers by the Municipality;
- 4.2. ensure that unemployed skilled or unskilled members of the community have fair access to Council's employment opportunities;
- 4.3. ensure members of local communities are protected from both corruption and nepotism during the processes of accessing job opportunities. Reduce absenteeism from work, abuse of sick leave, injuries on duty, ill health retirements, incapacity leave, occupational diseases and health risks.

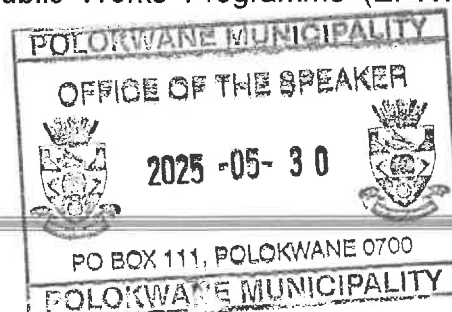
#### 5. SCOPE OF APPLICATION

- 5.1. This policy is applicable to jobseekers employed on a temporary basis on Council's employment opportunities. Such positions do not form part of the City's staff establishment.
- 5.2. Projects excluded from this policy provisions include:
  - 5.2.1. Special Council identified programmes;
  - 5.2.2. Programmes or projects excluded at the discretion of the relevant Director/SBU Manager.
  - 5.2.3. Programmes or projects that are excluded from the provisions of this policy must be reported as part of the relevant sub-council quarterly report.

#### 6. LEGAL MANDATES

The policy framework draws its legal mandate from:

- 6.1. Basic Conditions of Employment Act, 1997 (Act No.75 of 1997);
- 6.2. Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes;
- 6.3. Ministerial Determinations, Special Public Works Programmes, issued in terms of Section 50 of the Basic Conditions of Employment Act 1997 on 22 October 2010;
- 6.4. Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP July 2005).

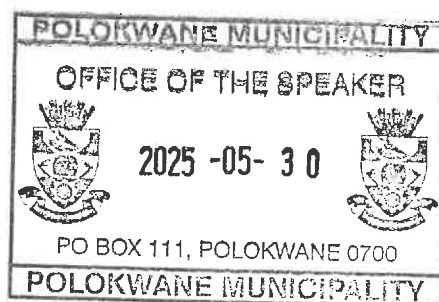


- 6.5. The Constitution of the Republic of South Africa protects employees from unfair labour practice.
- 6.6. Division of Revenue Act (DORA);
- 6.7. Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) places specific obligations on the employer in regard to the health and safety of employees.
- 6.8. Labour Relations Act, 1995 (Act No. 66 of 1995) places certain obligations on the employer to take remedial actions before terminating employment.
- 6.9. Employment Equity Act, 1998 (Act No. 55 of 1998) requires the employer to redress the effect of discrimination and eliminate unfair discrimination in the workplace.

## 7. GUIDING PRINCIPLES

The policy shall be governed by the following underlying principles:

- 7.1. Equity;
- 7.2. Fairness;
- 7.3. Transparency;
- 7.4. Respect for diversity;
- 7.5. Professionalism;
- 7.6. Communication and access to information;
- 7.7. Equal opportunities;
- 7.8. Sustainability.



## 8. POLICY PROVISIONS

The policy provides for the following:

- 8.1. The City shall establish a central electronic data base, which is accessible at Municipal Offices, of jobseekers who are eligible to perform work for the City.
- 8.2. Eligibility for inclusion on the database shall be:
  - 8.2.1. The person must be unemployed at the time of application and when the opportunity becomes available;
  - 8.2.2. The person must be a South African citizen
  - 8.2.3. The person must be a resident of the City of Polokwane;
  - 8.2.4. The person must be of a legal employable age;
  - 8.2.5. The person must be physically fit to work in relation to requirements of position;
  - 8.2.6. Registration on the database is not a guarantee of employment
- 8.3. Recruitment & Selection of Casual Workers and EPWP worker for job opportunities on municipal programmes or projects must be based on random selection. The recruitment of EPWP beneficiaries shall be done through the following processes:
  - 8.3.1. Polokwane Municipality unemployment database, based on the type of work to be performed.
  - 8.3.2. Ward Councillors will assist with co-ordination where projects reside within their respective wards.
  - 8.3.3. On an Annual basis or whenever a need arises, the Municipality shall issue notice for registration on the unemployment database. The notice shall reach all areas of the Municipality through available notice boards across Municipal Jurisdiction.
  - 8.3.4. The Municipality shall identify a need for recruitment of EPWP/Temporary employees and the relevant recruitment unit shall proceed forthwith the recruitment process with the approval of the Accounting Officer.
- 8.4. The identification of suitable candidates must comply with the following criteria:
  - 8.4.1. Limited to residents within the relevant community/Ward for which the work is to be performed – i.e. the person must be a resident of the community/Ward within which the project is to be carried out.



8.4.2. Such community boundaries shall be determined by the Department responsible for the service and shall be stipulated in the contract documentation.

8.4.3. Physical requirement for the job

8.4.4. This process shall take place at the Council offices under the supervision of the Director Corporate & Shared Services or a designated official

8.4.5. The names of successful Jobseekers, who have been employed for a duration not exceeding twelve (12) months, shall be excluded from the Jobseeker Registration Database (JSRD) for a period of three (3) months

8.4.6. The Jobseeker's exclusion period from the Jobseeker Registration Database (JSRD) shall be waived if the jobseeker has specialized skills and the SBU is satisfied with his/her performance.

#### 8.5. Demographic Characteristics of Workers

8.5.1. In alignment with national guidelines and the Municipality's commitment to inclusive development, recruitment under the EPWP must where possible reflect the following demographic priorities:

- Youth (16 –35 years of age) (55%)
- Women (60%)
- People with disabilities (2%)

### 9. ROLES AND RESPONSIBILITIES

#### 9.1. The Director: Corporate & Shared Services shall

9.1.1. be responsible for overall oversight in terms of the Casual Contract appointments & Expanded Public Works Programme (EPWP) workers;

9.1.2. review the Policy and Strategy, in consultation with relevant stakeholders, to ensure maximum utilization of Labour-Intensive Methodologies in terms of the EPWP;

9.1.3. shall be responsible for the development and maintenance of for each Jobseeker Registration Database



## 9.2. The Manager: Human Resources Management:

- 9.2.1. will through the Recruitment Section facilitate the implementation and operation of the data base at council level and will work in conjunction with the Directors: Corporate & Shared Services and Chief Operations Office;
- 9.2.2. shall register prospective jobseekers;
- 9.2.3. shall populate, manage and administer the JSRD;
- 9.2.4. has an oversight role and ensure good governance
- 9.2.5. must update JSRD from time to time
- 9.2.6. must submit the list of names obtained through the randomisation process to the relevant SBU's;
- 9.2.7. shall review and recommend on any improvements in the process

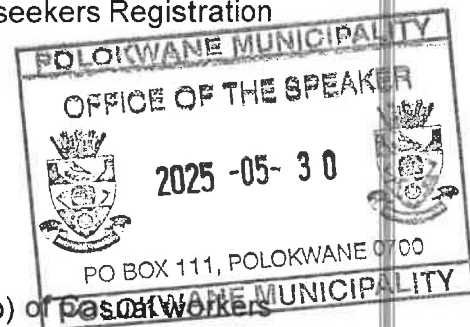
## 9.3. The Manager: Information Communication Technology:

- 9.3.1. Assist in the development of a Jobseekers Database Registration system.
- 9.3.2. shall be responsible for the information systems needed to maintain the integrity of data contained in Jobseekers Registration Database.

## 10. APPOINTMENT AND TERMINATION PROCESS

### 10.1. Relevant Directorate/SBUs

- 10.1.1. The SBU's must submit their request (memo) of ~~personnel~~ <sup>personnel</sup> appointments for approval to the Municipal Managers Office;
- 10.1.2. After the approval; HR: Recruitment Section facilitates the Recruitment & Selection process.
- 10.1.3. Recruitment & Selection will be conducted through the Job Seekers Database
- 10.1.4. Ward Councillors will assist with co-ordination where projects reside within their respective wards//areas.
- 10.1.5. After the Recruitment & Selection the relevant SBU's must induct the appointed/selected participants.
- 10.1.6. HR: Recruitment shall draft the Termination Notices of employment at the end of each casual contract term.
- 10.1.7. The SBU's shall be responsible for issuing out the approved termination notices to their employees/casual workers.
- 10.1.8. Appointments can only be made for a period of six(6)months in line with the Council Resolution, however may be extended for a



further six(6) month period and no extensions will be granted beyond a 12 months' period.

## **11. FINANCIAL IMPLICATIONS**

- 11.1. Each SBU shall be responsible for the provision of sufficient budget allocation for remuneration of their Casual workers in the relevant budget line segment (Personnel and Labour).
- 11.2. The remuneration of casual Labourers is to be facilitated monthly by SBUs by submitting the relevant documentation to HR and Payroll on a monthly basis for the duration of the Contract.
- 11.3. The remuneration is to be aligned to Council approved rates for Skilled Labourers and Unskilled Labourers.

## **12. COMMUNICATION**

This policy will be communicated to all Municipal employees using the full range of communication methods available to the municipality.

## **13. MONITORING AND EVALUATION**

Corporate and Shared Services shall be responsible for the coordination, monitoring and evaluation of the implementation of the Policy.

## **14. DISPUTE RESOLUTION**

Any dispute that may arise out of interpretation and/or application of a policy will be resolved through available channels within the municipality on grievances and/or dispute resolutions.

## **15. IMPLEMENTATION AND REVIEW OF POLICY**

This policy will be implemented once approved by Council and shall be reviewed every three years from date of approval to ensure its alignment with the Municipality's strategic objectives and with applicable legislation.

## **16. ANNEXURES**



ANNEXURE A: Fixed Term Employment Contract for Casual Workers

ANNEXURE B: Fixed Term Employment Contract for EPWP Workers

ANNEXURE C: Attendance Registers for Casual Workers

ANNEXURE D: Attendance Registers for EPWP Workers

(ANNEXURE A)

**FIXED-TERM CONTRACT OF SERVICE  
(FOR CASUAL WORKERS)**

Entered into between:

**POLOKWANE MUNICIPALITY  
(The Employer)**

And

\_\_\_\_\_  
Identity No: \_\_\_\_\_  
**(The Employee)**

**THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:**

**1. JOB TITLE**

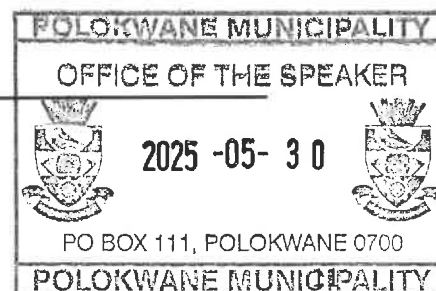
- 1.1 The Employee shall be employed on fixed-term conditions as a \_\_\_\_\_, as pointed out to the Employee. The term of employment will be on a fixed-term basis as indicated here-below. The Employee has been specifically informed that this contract will not be extended beyond the period as stipulated in clause 2 hereof.
- 1.2 The Employee acknowledges that there shall be no expectation for the renewal of this agreement in the absence of a formal renewal thereof by the Employer.
- 1.3 The Employee will report directly to \_\_\_\_\_ in their capacity as \_\_\_\_\_ within the \_\_\_\_\_ SBU.

**2. DURATION OF CONTRACT:**

**2.1 STARTING DATE**

The Employee shall commence his/her employment on \_\_\_\_\_

**2.2 END DATE**





And shall terminate his/her temporary employment on \_\_\_\_\_

### 3. DUTIES

- 3.1. The Employee agrees to obey any reasonable instruction given to him/her by the Employer's Management or any other person authorized by the Employer to give instructions to the Employee.
- 3.2. The Employee shall fulfill those duties ordinarily associated with his / her position.
- 3.3. The Employer may extend these said duties from time to time to suit its operational requirements, provided that such extended duties fall within the vocational ability of the Employee.
- 3.4. The Employee shall be expected to satisfactorily fulfill all the tasks and duties normally associated with this position.

### 4. PLACEMENT

- 4.1. The Employee shall be placed at any of the Employer's available sites which shall be determined by the Employer and/ or the authorized Employer representative.
- 4.2. The placement shall be in keeping with the General Laws of Application and the Labour Law Regime of the Republic of South Africa.
- 4.3. The Employee may not without reasonable cause and within the principles of a reasonable person, refuse or deny placement by the Employer and/or the authorized Employer representative.

### 5. REMUNERATION

- 5.1 The Employee's basic salary/wage shall be **R284.43 (Grade 1:Skilled)/ R243.80 (Grade 2: Unskilled)** per day and payment shall be made in arrears.

All statutory deductions will be made from the Employee's salary.  
The employees will be paid by means of electronic transfer into his/her bank account.

Details of bank Account:

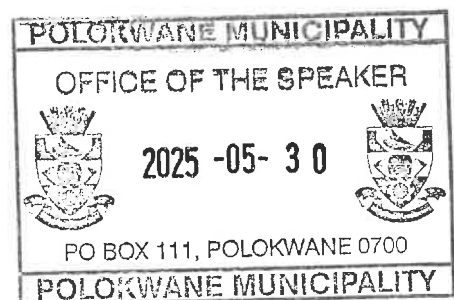
Account Holder: \_\_\_\_\_

Bank: \_\_\_\_\_

Branch code: \_\_\_\_\_

Account nr: \_\_\_\_\_

### 6. RULES AND REGULATIONS



- 6.1 The Employee will observe and obey all rules, regulations and procedures which have been or may be drawn up by The Employer or where applicable the South African Local Government Bargaining Council (SALGBC) and the Extended Public Works Programme (EPWP).

#### **EPWP Background Information**

The Expanded Public Works Programme (EPWP) has its origins in Growth and Development Summit (GDS) of 2003. At the Summit, four themes were adopted, one of which was 'More jobs, better jobs, decent work for all'. The GDS agreed that public works programmes 'can provide poverty and income relief through temporary work for the unemployed to carry out socially useful activities'.

The Programme is a key government initiative, which contributes to Governments Policy Priorities in terms of decent work & sustainable livelihoods, education, health; rural development; food security & land reform and the fight against crime & corruption. EPWP subscribes to outcome 4 which states "Decent employment through inclusive economic growth."

In 2004, the EPWP was launched and is currently still being implemented. The EPWP is a nationwide programme covering all spheres of government and state-owned enterprises. The Programme provides an important avenue for labour absorption and income transfers to poor households in the short to medium-term. It is also a deliberate attempt by the public sector bodies to use expenditure on goods and services to create work opportunities for the unemployed. EPWP Projects employ workers on a temporary or on-going basis either by government, by contractors, or by other non-governmental organisations under the Ministerial Conditions of Employment for the EPWP or learnership employment conditions.

- 6.2 The Employer will endeavour to ensure that The Employee is made familiar with such rules, regulations and procedures.
- 6.3 The Employee agrees to assist the Employer in the endeavour to promote, enhance and maintain industrial peace and harmony in the workplace.

#### **7. LEAVE**

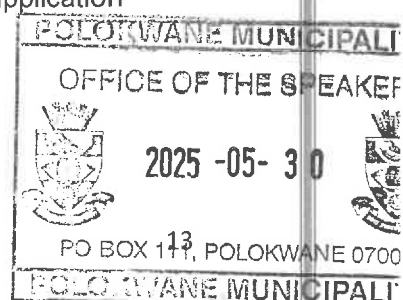
- 7.1 The Employee shall only be allowed to take leave from his/her duties with the permission of the Employer.
- 7.2 The Employee shall be entitled to annual leave on the basis of one day leave on full remuneration for every 20 working days uninterrupted service on which the employee has worked and/ or was entitled to be paid.

#### **8. SICK LEAVE**

- 8.1 Sick leave on full or half pay shall be granted to the Employee in respect of every 20 working days uninterrupted service on which the employee has worked and/ or was entitled to be paid
- 8.2 For Special or Sick Leave, proof must be provided or attached to the application

#### **9. TERMINATION OF EMPLOYMENT**

- 9.1 The following instances shall render the termination of this agreement:



- 9.1.1. In the event of completion of the period of this agreement as set out in clause 2 hereof;
- 9.1.2 It is a specific condition that this agreement may not be extended and shall finally terminate as set out in clause 2 hereof;
- 9.1.3 It is not necessary for the Employer to notify the Employee of the termination of the agreement.

#### **10. DEEMED ABSCONDMENT**

- 10.1 If, for any reason, the Employee is absent from duty, he/she must immediately inform the Employer of his/her whereabouts. In the event of him/her being absent for more than 3 (Three) consecutive days without having reported to or informed the Employer of the reasons for such absence, the Employee shall be deemed to have absconded and the matter shall further be dealt with in accordance with the Disciplinary Code.
- 10.2 The Employee agrees that the duty to inform the Employer of the reason for his/her absence shall lie solely with the Employee, and that there shall be no obligation on the Employer to establish the reason for his/her absence.

#### **11. WORKING HOURS**

- 11.1 Working Hours shall be from 07:45 to 16:30.
- 11.2. Monday to Friday with a 30 minutes meal break.  
The hours worked per week will thus be 40 hours.
- 11.3. Casual workers and/or persons employed in terms of EPWP are **NOT** permitted or allowed to work overtime in accordance with the Ministerial Directive 4: Expanded Public Works Programmes.

#### **12. TERMS AND CONDITIONS OF EMPLOYMENT:**

- 12.1 The Employee's conditions of employment shall be regulated by this agreement as well as the SALGBC Collective Agreement on Conditions of Service 29/12/2003 and Basic Conditions of Employment Act, Act No. 75 of 1997, (the Act).
- 12.2 The Employee hereby acknowledges that he/she shall for the duration of this agreement, further be bound by the South African Local Government Bargaining Council, Disciplinary Procedure, Collective Agreement, (the Disciplinary Code) as reviewed from time to time.
- 12.3 The Employee shall work and be paid as per task completed per day.



### 13. ENTIRE AGREEMENT

- 13.1 This document constitutes the entire agreement between the parties and no amendment or addition thereto shall be of any force and effect unless reduced to writing and signed by both parties.
- 13.2 Where this agreement is silent on any matter regarding the employment relationship between the Employer and Employee, the SALGBC Collective Agreement on Conditions of Service 29/12/2003 and Basic Conditions of Employment Act, Act No. 75 of 1997 shall take precedence.

These two pieces of policy and legislation will also be supported by the "Guidelines for the implementation of labour-intensive infrastructure projects" (EPWP Guidelines).

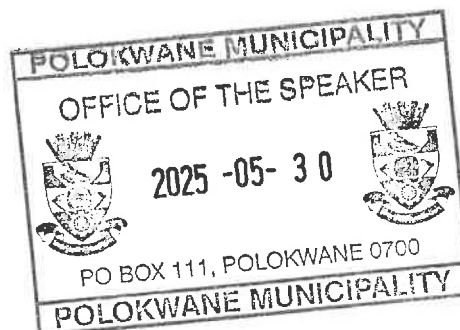
Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

**On behalf of the Employer:** \_\_\_\_\_

Witnesses: 1) \_\_\_\_\_  
2) \_\_\_\_\_

**Employee:** \_\_\_\_\_

Witnesses: 1) \_\_\_\_\_  
2) \_\_\_\_\_



(ANNEXURE B)

#528156

**FIXED-TERM CONTRACT OF SERVICE  
(RURAL: EPWP INCENTIVE GRANT)**

Entered into between:

**POLOKWANE MUNICIPALITY  
(The Employer)**

And

\_\_\_\_\_  
Identity No: \_\_\_\_\_  
**(The Employee)**

**THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:**

**1. JOB TITLE**

1.2 The Employee shall be employed on fixed-term conditions as a **LABOURER**, as pointed out to the Employee. The term of employment will be on a fixed-term basis as indicated here-below. The Employee has been specifically informed that this contract will not be extended beyond the period as stipulated in clause 2 hereof.

1.2 The Employee acknowledges that there shall be no expectation for the renewal of this agreement in the absence of a formal renewal thereof by the Employer.

1.3 The Employee will report directly to \_\_\_\_\_ in their capacity as \_\_\_\_\_ within the \_\_\_\_\_ SBU

**2. DURATION OF CONTRACT:**

**2.1 STARTING DATE**

The Employee shall commence his/her employment on \_\_\_\_\_

**2.2 END DATE**

And shall terminate his/her temporary employment on \_\_\_\_\_



### 3. **DUTIES**

The Employee agrees to obey any reasonable instruction given to him/her by the Employer's Management or any other person authorized by the Employer to give instructions to the Employee.

- 3.2 The Employee shall fulfill those duties ordinarily associated with his / her position.
- 3.3 The Employer may extend these said duties from time to time to suit its operational requirements, provided that such extended duties fall within the vocational ability of the Employee.
- 3.4 The Employee shall be expected to satisfactorily fulfill all the tasks and duties normally associated with this position.

### 4. **PLACEMENT**

- 4.1 The Employee shall be placed at any of the Employer's available sites which shall be determined by the Employer and/ or the authorized Employer representative.
- 4.2 The placement shall be in keeping with the General Laws of Application and the Labour Law Regime of the Republic of South Africa.
- 4.3 The Employee may not without reasonable reason and within the principles of a reasonable person, refuse or deny placement by the Employer and/or the authorized Employer representative.

### 5. **REMUNERATION**

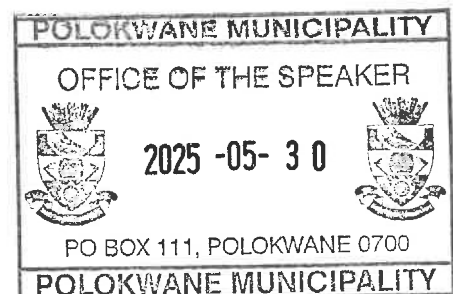
- 5.1 The Employee's basic salary/wage shall be **R120, 00** per day and payment shall be made in arrears.

All statutory deductions will be made from the Employee's salary.  
The employees will be paid by means of electronic transfer into his/her bank account.

**Details of bank Account:**

Account Holder: \_\_\_\_\_  
Bank: \_\_\_\_\_  
Branch code: \_\_\_\_\_  
Account nr: \_\_\_\_\_

### 6. **RULES AND REGULATIONS**



- 6.1 The Employee will observe and obey all rules, regulations and procedures which have been or may be drawn up by The Employer or where applicable the South African Local Government Bargaining Council (SALGBC) and the Extended Public Works Programme (EPWP).

#### **EPWP Background Information**

The Expanded Public Works Programme (EPWP) has its origins in Growth and Development Summit (GDS) of 2003. At the Summit, four themes were adopted, one of which was 'More jobs, better jobs, decent work for all'. The GDS agreed that public works programmes 'can provide poverty and income relief through temporary work for the unemployed to carry out socially useful activities'.

The Programme is a key government initiative, which contributes to Governments Policy Priorities in terms of decent work & sustainable livelihoods, education, health; rural development; food security & land reform and the fight against crime & corruption. EPWP subscribes to outcome 4 which states "Decent employment through inclusive economic growth."

In 2004, the EPWP was launched and is currently still being implemented. The EPWP is a nationwide programme covering all spheres of government and state-owned enterprises. The Programme provides an important avenue for labour absorption and income transfers to poor households in the short to medium-term. It is also a deliberate attempt by the public sector bodies to use expenditure on goods and services to create work opportunities for the unemployed. EPWP Projects employ workers on a temporary or on-going basis either by government, by contractors, or by other non-governmental organisations under the Ministerial Conditions of Employment for the EPWP or learnership employment conditions.

- 6.2 The Employer will endeavour to ensure that The Employee is made familiar with such rules, regulations and procedures.
- 6.3 The Employee agrees to assist the Employer in the endeavour to promote, enhance and maintain industrial peace and harmony in the workplace.

#### **7. LEAVE**

- 7.1 The Employee shall only be allowed to take leave from his/her duties with the permission of the Employer.
- 7.2 The Employee shall be entitled to annual leave on the basis of one day leave on full remuneration for every 20 working days uninterrupted service on which the employee has worked and/ or was entitled to be paid

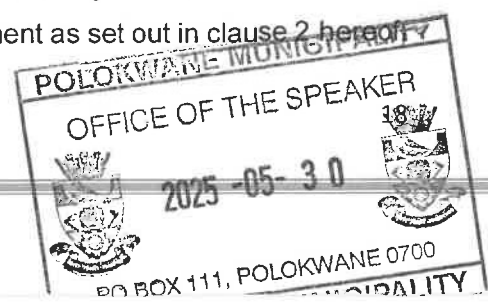
#### **8. SICK LEAVE**

- 8.1 Sick leave on full or half pay shall be granted to the Employee in respect of every 20 working days uninterrupted service on which the employee has worked and/ or was entitled to be paid
- 8.2 For Special or Sick Leave, proof must be provided or attached to the application

#### **9. TERMINATION OF EMPLOYMENT**

- 9.1 The following instances shall render the termination of this agreement:

- 9.1.1 In the event of completion of the period of this agreement as set out in clause 2 hereof



9.1.2 It is a specific condition that this agreement may not be extended and shall finally terminate as set out in clause 2 hereof;

9.1.3 It is not necessary for the Employer to notify the Employee of the termination of the agreement.

## **10. DEEMED ABSCONDMENT**

10.1 If, for any reason, the Employee is absent from duty, he/she must immediately inform the Employer of his/her whereabouts. In the event of him/her being absent for more than 3 (Three) consecutive days without having reported to or informed the Employer of the reasons for such absence, the Employee shall be deemed to have absconded and the matter shall further be dealt with in accordance with the Disciplinary Code.

10.2 The Employee agrees that the duty to inform the Employer of the reason for his/her absence shall lie solely with the Employee, and that there shall be no obligation on the Employer to establish the reason for his/her absence.

## **11. WORKING HOURS**

11.1. Working Hours shall be from 07:30 to 16:00.

11.2. Monday to Wednesday with a 30 minutes meal break.  
The hours worked per week will thus be 40 hours.

11.3. Casual workers and/or persons employed in terms of EPWP are **NOT** permitted or allowed to work overtime in accordance with the Ministerial Directive 4: Expanded Public Works Programmes.

## **12. TERMS AND CONDITIONS OF EMPLOYMENT:**

12.1 The Employee's conditions of employment shall be regulated by this agreement as well as the SALGBC Collective Agreement on Conditions of Service 29/12/2003 and Basic Conditions of Employment Act, Act No. 75 of 1997. (the Act).

12.2 The Employee hereby acknowledges that he/she shall for the duration of this agreement, further be bound by the South African Local Government Bargaining Council, Disciplinary Procedure, Collective Agreement, (the Disciplinary Code) as reviewed from time to time.

12.3 The Employee shall work and be paid as per task completed per day.





### 13. ENTIRE AGREEMENT

- 13.1 This document constitutes the entire agreement between the parties and no amendment or addition thereto shall be of any force and effect unless reduced to writing and signed by both parties.
- 13.2 Where this agreement is silent on any matter regarding the employment relationship between the Employer and Employee, the SALGBC Collective Agreement on Conditions of Service 29/12/2003 and Basic Conditions of Employment Act, Act No. 75 of 1997 shall take precedence.

These two pieces of policy and legislation will also be supported by the “Guidelines for the implementation of labour intensive infrastructure projects” (EPWP Guidelines).

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

**On behalf of the Employer:** \_\_\_\_\_

Witnesses: 1) \_\_\_\_\_

2) \_\_\_\_\_

**Employee:** \_\_\_\_\_

Witnesses: 1) \_\_\_\_\_

2) \_\_\_\_\_



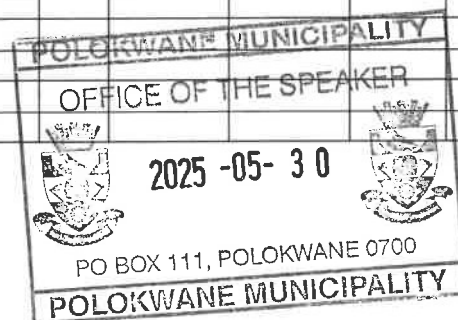
(ANNEXURE C)

**POLOKWANE MUNICIPALITY  
CASUAL WORKERS ATTENDANCE REGISTER**

NAME OF EMPLOYEE: \_\_\_\_\_ OCCUPATION OF EMPLOYEE: \_\_\_\_\_

YEAR: \_\_\_\_\_ MONTH: \_\_\_\_\_

| ENTRIES TO BE MADE BY EMPLOYEE |                 |           |                         |                   |    |                        |                 | FOR OFFICE USE ONLY |                            |                                |                            |                                  |                                                  |
|--------------------------------|-----------------|-----------|-------------------------|-------------------|----|------------------------|-----------------|---------------------|----------------------------|--------------------------------|----------------------------|----------------------------------|--------------------------------------------------|
| DATE                           | DAY OF THE WEEK | SIGNATURE | TIME OF COMMENCING WORK | INTERVAL OFF WORK |    | TIME OF FINISHING WORK | OVERTIME WORKED |                     | RATE OF OVERTIME (1.5OR 2) | TOTAL HOURS OF OVERTIME WORKED | NORMAL DAILY RATE IN RANCS | DAILY OVERTIME (if any) IN RANCS | TOTAL DAILY PAYMENT (NORMAL + OVERTIME) IN RANCS |
|                                |                 |           |                         | OFF               | ON |                        | ON              | OFF                 |                            |                                |                            |                                  |                                                  |
| 01                             |                 |           |                         |                   |    |                        |                 |                     |                            |                                |                            |                                  |                                                  |
| 02                             |                 |           |                         |                   |    |                        |                 |                     |                            |                                |                            |                                  |                                                  |
| 03                             |                 |           |                         |                   |    |                        |                 |                     |                            |                                |                            |                                  |                                                  |
| 04                             |                 |           |                         |                   |    |                        |                 |                     |                            |                                |                            |                                  |                                                  |
| 05                             |                 |           |                         |                   |    |                        |                 |                     |                            |                                |                            |                                  |                                                  |
| 06                             |                 |           |                         |                   |    |                        |                 |                     |                            |                                |                            |                                  |                                                  |
| 07                             |                 |           |                         |                   |    |                        |                 |                     |                            |                                |                            |                                  |                                                  |
| 08                             |                 |           |                         |                   |    |                        |                 |                     |                            |                                |                            |                                  |                                                  |
| 09                             |                 |           |                         |                   |    |                        |                 |                     |                            |                                |                            |                                  |                                                  |
| 10                             |                 |           |                         |                   |    |                        |                 |                     |                            |                                |                            |                                  |                                                  |
| 11                             |                 |           |                         |                   |    |                        |                 |                     |                            |                                |                            |                                  |                                                  |
| 12                             |                 |           |                         |                   |    |                        |                 |                     |                            |                                |                            |                                  |                                                  |
| 13                             |                 |           |                         |                   |    |                        |                 |                     |                            |                                |                            |                                  |                                                  |
| 14                             |                 |           |                         |                   |    |                        |                 |                     |                            |                                |                            |                                  |                                                  |
| 15                             |                 |           |                         |                   |    |                        |                 |                     |                            |                                |                            |                                  |                                                  |
| 16                             |                 |           |                         |                   |    |                        |                 |                     |                            |                                |                            |                                  |                                                  |
| 17                             |                 |           |                         |                   |    |                        |                 |                     |                            |                                |                            |                                  |                                                  |
| 18                             |                 |           |                         |                   |    |                        |                 |                     |                            |                                |                            |                                  |                                                  |
| 19                             |                 |           |                         |                   |    |                        |                 |                     |                            |                                |                            |                                  |                                                  |
| 20                             |                 |           |                         |                   |    |                        |                 |                     |                            |                                |                            |                                  |                                                  |
| 21                             |                 |           |                         |                   |    |                        |                 |                     |                            |                                |                            |                                  |                                                  |
| 22                             |                 |           |                         |                   |    |                        |                 |                     |                            |                                |                            |                                  |                                                  |
| 23                             |                 |           |                         |                   |    |                        |                 |                     |                            |                                |                            |                                  |                                                  |
| 24                             |                 |           |                         |                   |    |                        |                 |                     |                            |                                |                            |                                  |                                                  |
| 25                             |                 |           |                         |                   |    |                        |                 |                     |                            |                                |                            |                                  |                                                  |
| 26                             |                 |           |                         |                   |    |                        |                 |                     |                            |                                |                            |                                  |                                                  |
| 27                             |                 |           |                         |                   |    |                        |                 |                     |                            |                                |                            |                                  |                                                  |
| 28                             |                 |           |                         |                   |    |                        |                 |                     |                            |                                |                            |                                  |                                                  |
| 29                             |                 |           |                         |                   |    |                        |                 |                     |                            |                                |                            |                                  |                                                  |
| 30                             |                 |           |                         |                   |    |                        |                 |                     |                            |                                |                            |                                  |                                                  |
| 31                             |                 |           |                         |                   |    |                        |                 |                     |                            |                                |                            |                                  |                                                  |



(ANNEXURE D)

**POLOKWANE MUNICIPALITY**[illegible]

**EPWP WORKERS ATTENDANCE REGISTER**