

### SUNDUMBILI MAGISTRATE OFFICE: ADDITIONAL ACCOMMODATION

**PART A: GENERAL SPECIFICATIONS** 



### SUNDUMBILI MAGISTRATE OFFICE: ADDITIONAL ACCOMMODATION

**EPWP SPECIFICATION** 

### **EPWP SPECIFICATION**

### <u>SL</u> <u>EMPLOYMENT AND TRAINING OF BENEFICIARIES ON THE EXPANDED</u> PUBLIC WORKS PROGRAMME (EPWP) - INFRASTRUCTURE PROJECTS

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### SL 01 SCOPE

This project is part of the Expanded Public Works Programme and the National Youth Service Programme and aims to provide work opportunities to local beneficiaries and train young people by providing them with practical work experience as part of this programme. The project comprises of works to be undertaken labour-intensively and these activities are to be undertaken by local semi-skilled or unskilled labour.

As part of the National Youth Service Programme, youth aged between 18 and 35 will also 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. If necessary 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 beneficiaries employed in elementary occupations and trained on Expanded Public Works Programme (EPWP) for the semi-skilled and unskilled local Labour as well as youth employed as part of the National Youth Services Programme. These terms and conditions do NOT apply to persons employed in the supervision and management of a EPWP. Refer to The Guidelines document.

### SL 02 TERMINOLOGY AND DEFINITIONS

### SL 02.01 TERMINOLOGY

- (a) Code of Good Practice for Expanded Public Works Programmes, this 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 beneficiaries on these projects are entitled to formal training, which will be provided by training providers.
- (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.
- (e) NYS National Youth Service. The National Youth Service is aimed at assisting the youth (between ages of 18 and 35) to gain occupational skills in order to access sustainable livelihood opportunities.

### SL 02.02 DEFINITIONS

- (a) "employer" means the contractor or any party employing the worker /beneficiary under the EPWP.
- (b) "client" means the Department of Public Works.
- (c) "worker / trainee" means any person working or training in an

- elementary occupation on the EPWP.
- (d) "Youth Beneficiary" means any person working or training in an elementary occupation on the EPWP as part of the National Youth Service

### SL 03 APPLICABLE LABOUR LAWS

In line with the Expanded Public Works Programme (EPWP) policies, the Ministerial Determination, Expanded 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 Q4 shall apply to works described in the scope of work and which are undertaken by unskilled or semi-skilled beneficiaries.

The Code of Good Practise for Employment and Conditions of Work for Expanded 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 beneficiaries undertake.

### SL 04 EXTRACTS FROM MINISTERIAL DETERMINATION REGARDING EPWP

### SL 04.01 DEFINITIONS

In this specification -

- (a) "department" means any department of the State, implementing agent or contractor;
- (b) "employer" means any contractor that hires beneficiaries to work in elementary occupations on the EPWP;
- (c) "worker" means any person working in an elementary occupation on the EPWP;
- (d) "elementary occupation" means any occupation involving unskilled or semi-skilled work;
- (e) "management" means any person employed by a department, contractor or implementing agency to administer or execute EPWP work;
- (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) Beneficiaries on the EPWP are employed on a temporary basis.
- (b) A worker may NOT be employed for longer than 24 months in any five-year cycle on an EPWP project.
- (c) Employment on an EPWP project does not qualify as employment.

### 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 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 04.04 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 beneficiaries 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 beneficiaries 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 EPWP on which she was employed has ended.

### SL 04.11 FAMILY RESPONSIBILITY LEAVE

- (a) Beneficiaries, 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 EPWP;
  - (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 EPWP.
- (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, ID number, contact details 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 EPWP project.

### 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 beneficiaries; 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 -
  - 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 EPWP project;
- (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 EPWP project 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 24month 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 EPWP project on which the worker worked;
  - (iv) the work performed by the worker;
  - (v) any training received by the worker as part of the EPWP project;
  - (vi) the period for which the worker worked on the EPWP project;
  - (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 Expanded 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 beneficiaries, 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;
- (c) ensure that the recruited beneficiaries are made available to receive basic life skills training which will be conducted and paid for;
- ensure that all beneficiaries receive instruction on safety on site prior to them commencing with work on site;
- (e) ensure that all beneficiaries 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 beneficiaries to undergo accredited 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 beneficiaries 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 beneficiaries and/or sub-contractors; and
- (j) ensure that all beneficiaries are paid their wages on time through a preagreed payment method as stipulated in the contract with the worker.

### SL 06 BENEFICIARIES RECRUITMENT OF EPWP BENEFICIARIES SL 06.01 EMPLOYMENT OF SEMI-SKILLED AND UNSKILLED LOCAL BENEFICIARIES

Employers will be contractually obliged to:

- (a) employ beneficiaries from targeted social groups.
- (b) facilitate on-the-job accredited training and skills development programmes for the beneficiaries;
- (c) achieve the minimum employment targets;
- (d) brief beneficiaries on the conditions of employment as specified in sub clause SL 04.09 above;
- (e) enter into a contract with each worker, which contract will form part of the Employment Agreement;
- (f) allow beneficiaries the opportunity to attend life skills training through DOL.This shall be arranged at the beginning of the contract;
- (g) ensure that payments to beneficiaries 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;
  - EPWP Employment Agreement, and
  - list of small trade tools;

must be included in the worker's personal profile file.

### SL 06.02 PLACEMENT OF RECRUITED YOUTH BENEFICIARIES

Employers will be contractually obliged to:

- (a) employ youth beneficiaries 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 beneficiaries;
- (c) achieve the following minimum employment targets:
  - (i) 100% people between the ages of 18 and 35
- (d) brief youth beneficiaries 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 beneficiaries 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 beneficiaries 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;
  - EPWP Employment Agreement, and
  - list of small trade tools;

must be included in the youth worker's personal profile file.

### SL 07 TRAINING OF BENEFICIARIES

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:

- Beneficiaries shall be employed on the projects for an average of 6 months.
- Beneficiaries shall be deployed on projects in the vicinity of their homes.
   The same arrangements as for other beneficiaries regarding accommodation, subsistence and travel shall be applicable to NYS youth beneficiaries.

### (a) Life skills training

All beneficiaries 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 NYS manager to schedule the training sessions so that the timing of the training is aligned with the contractors work schedule and his demand for beneficiaries.

### (b) On-the job training

The Employer shall provide beneficiaries 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 beneficiaries and shall identify potential youth beneficiaries for skills development programmes.

### (c) Technical skills training/Assessment

The Employer shall assist in identifying youth beneficiaries for further training. These youth beneficiaries will undergo further technical training to prepare them for opportunities as semi-skilled labourers.

### (d) Artisan Development

The PSC shall select 8 local beneficiaries from the NYS database to be considered for Artisan Development and will be trained and certified in one of the trades.

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 beneficiaries 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 a 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.

The contractor shall, through the Project Manager, liaise with the Training Manager for the training of Semi-Skilled and Unskilled Beneficiaries:

### Mr Thabani Mazibuko

Deputy Director: EPWP Training

Tel: (031) 314 7272

Email: thabani.mazibuko@dpw.gov.za

The contractor shall, through the project manager, liaise with the NYS Manager for the training of Youth Beneficiaries (NYS):

### Ms Ntshadi Olowolagba

Deputy Director: EPWP NYS

Tel: (031) 314 7137

Email: Ntshadi.Olowolagba@dpw.gov.za

### SL 08 BENEFICIARYSELECTION 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 an 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 an EPWP through the provision of training.

### SL 08.02 BENEFICIARY (WORKERS) SELECTION CRITERIA

- (a) The selection of Beneficiaries must be done through the Project Steering Committee (PSC)
- (b) The beneficiaries 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/child grant. The local community must, through all structures available, be informed of and consulted about the establishment of any EPWP.
- (c) 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.
- (d) 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.
- (e) 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)
  - Youth from 18 to 35 years of age, at least 55% females and 2% disabled.

### SL 08.03 PROJECT STEERING COMMITTEE (PSC)

The PSC shall consist of the following stakeholders

Department of National Public Works representative

- Municipal representative
- Community representatives
- · Client department representative
- Main Contractor

### SL 08.03.01 Operating Procedures

The PSC shall oversee the following

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

### SL 08.03.02 Secretariat

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

### SL 08.03.03 PSC Meetings

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

### SL 08.03.03 Funding of PSC

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

### SL 09 CONTRACTUAL OBLIGATIONS IN RELATION TO LABOUR

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

### SL 10 PROVINCIAL RATES OF PAY

### SL 10.01 PAYMENT FOR OF SEMI-SKILLED AND UNSKILLED BENEFICIARIES

- (g) The Employer must pay beneficiaries at least the minimum rate as stipulated in the Ministerial Determination: Expanded Public Works Programme. A worker may not be paid less than the minimum EPWP wage rate of R66.34 per day or per task. This will be annually adjusted in-line with inflation.
  - (b) Beneficiaries can be paid on the basis of the number of tasks completed or on a daily rate/"time-rated beneficiaries".
  - (c) If beneficiaries are informed a day before that work will not take place the next day, they should not be entitled to any payment.
  - (d) Beneficiaries will be paid a training allowance in case they are required to attend agreed training programmes (equal to 100% of the daily task rate for task-rate beneficiaries or 100% of the daily rate of pay for time-rated beneficiaries). All the costs of training will be covered, for example, travel, trainers, material, tuition fees.
  - (e) An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
  - (f) A task-rated worker will only be paid for tasks that have been completed.
  - (g) The 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.
  - (h) Where a worker participates in a learnership the relevant learnership determination must be used to determine the training allowance whilst on training.
  - (i) Each worker must be given written particulars of employment and verbal explanations in an appropriate language of their rate of pay and how this is to be calculated.

- (j) Where a project is completed earlier than anticipated the worker should receive the full agreed remuneration for the stipulated period of the contract if the pay for the task was to be calculated on the basis of time. Where such work was to be performed on a task-based system, the full agreed remuneration for the task should be paid for early completion.
- (k) Should beneficiaries be attending training whilst employed by the contractor, the contractor will still be responsible for payment to the beneficiaries whilst at training.

### SL 10.02 PAYMENT FOR OF YOUTH BENEFICIARIES (NYS)

It is stipulated that youth beneficiaries on the EPWP-NYS receive a minimum daily wage of R 92.31 whilst working, R 2 769.30 for 30 days off-site training and R 2 123.13 per month whilst doing on site training (6 months). Should youth beneficiaries 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 beneficiaries specified for this contract will receive at least life skills training and technical training.

### SL 11.04 EMPLOYMENT OF YOUTH BENEFICIARIES

The unit of measurement shall be the number of beneficiaries at the statutory labour rates of R 1 460 multiplied by the period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of beneficiaries 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 minimum appointment for beneficiaries.

### SL 11.05 PROVISION OF EPWP DESIGNED PPE TO BENEFICIARIES

### **SL 11.05.01** a) Supply EPWP designed overalls to beneficiaries.

Worker overalls should be orange (top and bottom) as per EPWP Corporate Image (Annexure A.) specification with the exception of Correctional Services contracts where the beneficiaries top would be blue and the bottom orange.

- b) Safety Helmet
- c) Safety Shoes
- d) Goggles
- e) Gloves
- f) Any other PPE necessary for the safe execution of the project

An amount has been provided in the Schedule of Quantities under sub item SL 10.05.01 for the supply of EPWP designed overalls, as per the specification provided by the EPWP unit, arranged by the Service Provider. The Engineer 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 to cover his expenses in this regard.

### SL 11.06 PROVISION OF SMALL TOOLS FOR YOUTH BENEFICIARIES

**SL 11.06.01** The Contractor must provide all beneficiaries with prescribed tools for their respective trades. These tools will become the property of the worker after the completion of the programme. Allow for R800.00 per youth worker for this purpose.

### The following trades we will choose under:

- 1) Bricklaying
- 2) Plastering
- 3) Painting
- 4) Electrical assistance
- 5) Tiling
- 6) Carpentry
- 7) Paving

The Training Service Provider is to advise on the tools required for each of the trades that the youth beneficiaries are trained on.

### SL 11.07 APPOINTMENT OF TEAM LEADER/S (CLO/PLO)

SL 11.07.01 Appointment of 1 team leader/s is necessary for the duration of the contract.

The Team Leader will act as CLO/PLO to facilitate the project work between the beneficiaries and the contractor.

The Team Leader should be a person with technical experience on the trades performed on site, not necessarily trade-tested.

### SL 11.08 <u>LIAISON WITH SERVICE PROVIDER</u>

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.

### SL 11.09 REPORTING REQUIREMENTS

The Project must be registered on the NDPW EPWP registering platform by the Project Manager. The contractor is required to submit monthly beneficiary reports (Annexure B), which are to be attached to payment certificates and invoices as per attached forms Reporting Templates. Payment shall only be processed once compliance with EPWP and other Reporting requirements has been proven.

### SL 11.10 SUBCONTRACTING

**SL 11.10.01** The contractor will be required to appoint a minimum of 40 emerging contractors between CIDB grading of level 1 and 5 in a grading designation category relevant to their scope, to undertake work to the minimum of 30% of the contract value. The contractor shall select the sub-contractors from the Local Municipality's Database

**SL 11.10.02** The contractor will be required to have a strong supervisory capacity in Labour Intensive Construction. The appointed person shall have a minimum of NQF Level 5: Labour Intensive Construction, in order to manage Labour-Intensive Construction processes.

**SL 11.10.02** The Contractor will be responsible for managing local emerging sub-contractors undertaking Labour Intensive work.

**SL 11.10.03** The Contractor will be responsible to ensure that all sub-contractors comply with all EPWP requirements as set-out in this specification

**SL 11.10.04** The Contractor and sub-contractors will be required to compile monthly progress reports to be submitted with payment certificates. The reports shall include planned targets with regards to the works, employment of EPWP beneficiary and project expenditure. Failure to produce monthly reports will render payment certificates incomplete.

SL 11.10.05 The contractor will be required to utilise local material suppliers from the Local

Municipality's Database

SL 11.07.06 The Contractor shall enter into a contract with local cooperatives that will

undertake activities as set-out in the BoQ for cooperatives. The cooperatives are to be

selected through the National Department of Public Works: EPWP Enterprise Development.

The contractor shall liaise, through the Project Manager, with the Enterprise Development

manager:

Mr Vuli Makhanya

Deputy Director: EPWP Enterprise Development

Tel: (031) 314 7306

Email: vuli.makhanya@dpw.gov.za

24

### EPWP - EMPLOYMENT AGREEMENT [Example]

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2.							standard te	rms and	d condition	s of
3.	The	project	where	you	will	be	employed	is	located	at
				X6351						
4.	The		contract			will		start		on
	and	***************************************				:::	,	ACRESC -		end
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5.	You m	ust be awa	re that this	contrac	t is a lin	nited te	rm contract a	nd not a	ı permanent	t job.
	Your r	ninimum pe	eriod will be	e 6 mor	nths and	the co	ontract may b	e termii	nated for or	ne of
	the foll	lowing reas	ons:							
	(a) F	unding for	the program	mme in	your are	eas com	nes to an end			

		You repeatedly programme.	y do not p	oerform ii	n terms	of the	tasks	set o	out in	your	work
(c) If you breach any of the terms and conditions of this contract.											
6.	Discip You v	ilinary: vill be employed	l as a gene	ral labour	er within t	he EPV	WP teaı	m.			
7.	While	you	are		_	-	will		rep	ort	to
8.	Paym You v	ent vill be paid a fix	ed amount	of R	for	a	5887 · · · 1887 ·	basis			
9.	<ul><li>9. The contractor shall not be required to provide to local beneficiaries:</li><li>holiday, leave, sick or severance pay;</li></ul>										
		- a pension	or similar s	cheme;							
		- a medical a	aid or simila	ar scheme	).						
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### <u>EPWP - NYS EMPLOYMENT AGREEMENT</u> [Example]

CONTRACTOR								
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YOUTH WORKER	₹							
Name:								
Address:								
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Funding for the programme in your areas comes to an end.

(d)

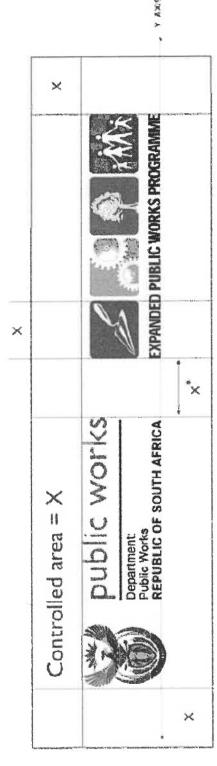
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17. While	•		working		will	report	to			
. 6893										
18. Payn You	nent will be paid a fi	ixed amount	of R	for a	basi	is.				
19. The	<ul><li>19. The contractor shall not be required to provide to local beneficiaries:</li><li>holiday, leave, sick or severance pay;</li></ul>									
	•	or similar so								
	- a medical	l aid or simila	r scheme.							
20. Sign	atures									
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Youth Wo	orker:			Date	e:					
		••••								
Witness:			·	Date	e:					
		*****								

## ANNEXURE A.1 – EPWP BRADING REQUIREMENTS

## The EPWP identity construction

The logo spacing guide is used to check relationship of the Public Works Logo and Expanded Public Works Programme logo.

### HORIZONTAL RELATIONSHIP



In the horizontal relationship the DPW logo always appears on the left and EPWP logo on right.

\* NOTE The space between the public works logo and EPWP logo may increase but never decrease less than X width. The logos must always bottom align with Y axis.

# The EPWP identity - Acceptable colour application







ENPAGED PIELE WORS PROCENSIE

RESURED OF SOUTH APPEA

(E) public works











## The EPWP identity - Typography

The fonts chosen for the EPWP identity is Gill Sans and Arial. The following versions of the Gill Sans and Arial family can be used.

Primary descriptor of Sans Regular
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijkimnopqrstuvwxyz
1234567890 \*&!?@

Primary descriptor Gill Sams Bold

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890 \*&!?@

Secondary typography: Arial Bold
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghljklmnopqrstuvwxyz
1234567890 \*&!?@

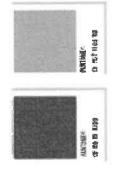
Secondary descriptor (EPWP): Arial Narrow ABCDEFGHIJKLMNOPQRSTUVWXYZ abcdefghijklimnopqrstuvwxyz 1234567890 \*&!?@

Secondary typography: Arial Regular
ABCDEFGHIJKLMINOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890 \*&!?@

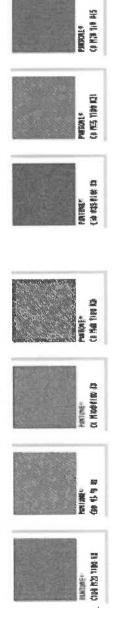
## The EPWP identity - Colour palette

The Secondary colour palette appear in the logo and is an integral part of The Primary colour palette for the EPWP identity is Black and Yellow. the EPWP identity.

### PRIMARY COLOUR PALETTE



### SECONDARY COLOUR PALETTE

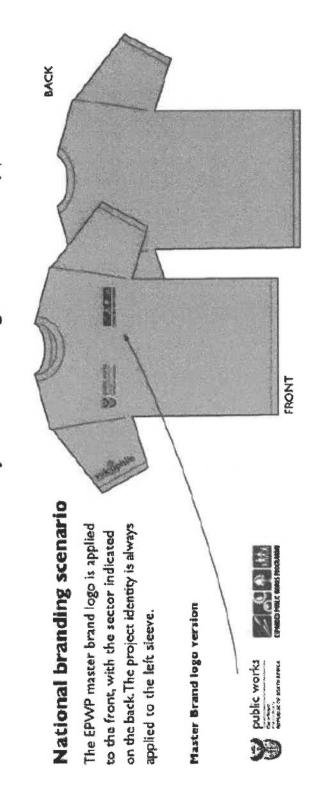


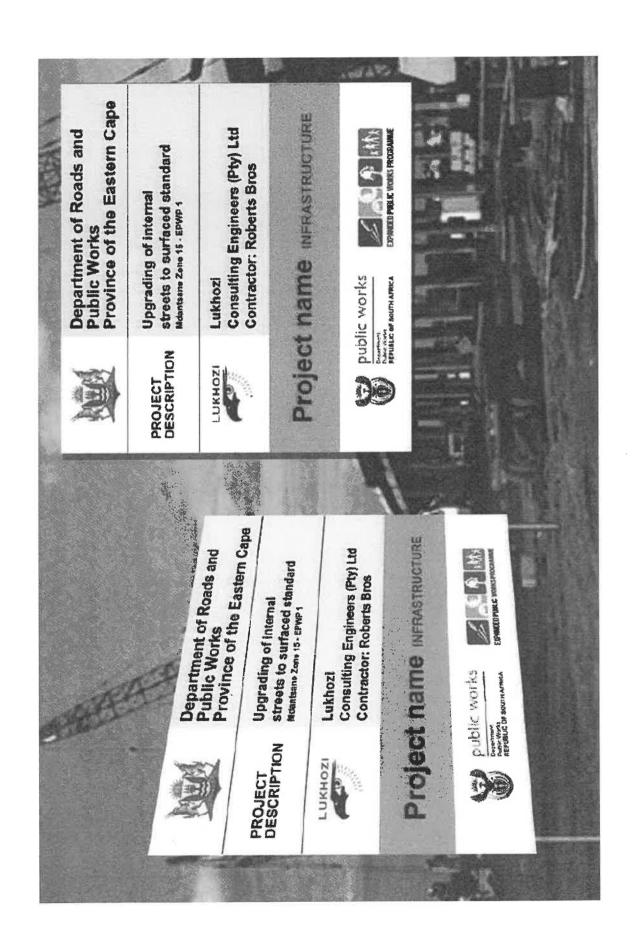
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# The EPWP co-branding in promotional material

applied in conjunction with many other role players. When using the horizontal The Expanded Public Works Programme corporate identity is likely to be version of the EPWP identity the following scenarios applies.





ANNEXURE B.1 – EPWP BENEFICIARY REPORTING TEMPLATE

BENEFICIARY INFORMATION PLEASE PROVIDE BENEFICIARY INFORMATION ON THIS SHEET

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	Fit name											TOTALS (DO NOT ENTER DATA IN THIS LINE)

Education Levels – use the codes (1,2,3) on the excel spreadsheet

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<sup>(1)</sup> Unknown
(2) No Schooling
(3) Grade 1-3 (Sub A – Std 1)
(4) Grad 4 (Std 2) ABET 1
(5) Grade 5-6 (Std 3-4) ABET 2
(6) Grade 7-8 (Std 5-6) ABET 3

ANNEXURE B.2 - EPWP PROGRESS DATA REPORT TEMPLATE

PROGRESS REPORT DATA						(3)
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Financial Report						
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SAME Contradora						
Murbor of confractors.						
Amount Spart						
	If milestone has been					
	articonduction that					
	chowes inferto NO.					
	for each missions red					
Project approved						
Consultant appointed						
Detailed Design specifications approved						
Tender report approved						
Construction started						
Implementation complete						
Actual Outputs						
Type of output						
Quantity achieved						
Date acriteved						



# The brand strategy





Why a corporate identity?

# The importance of corporate identity guidelines

- The proper implementation of a corporate identity is essential for promoting, maintaining and protecting the equity and value of the brand.
- CI guidelines provides technical understanding of the structure and makeup of a identity.
- Cl guideline, it will ensure a consistent and strong brand presentation. If all role players adhere to specifications and standards outlined in a
- A corporate identity unites the corporation, its divisions and subsidiaries, under one global umbrella.
- CI guidelines will provide the consistency and direction that will help achieve goals and visions.







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## The problem with the old EPWP identity

- The absence of clear guidelines for the consistent and considered application of the Expanded Public Works Program identity in co-branding situations, has resulted in problems concerning it's visibility and consistency.
- likely to happen in a co-branding scenario, with a variety of role players. This has been compounded by the fact that application of the identity is (Municipalities, Provinces, Government departments, etc.)
- The current brand application draws little or no value from the DPW, nor does it contribute much value.





#### The solution

To improve EPWP's brand visibility and consistency by:

- Establishing and implementing a visual system, to regulate the proportion and relationship of each of the role players on a consistent basis, for all possible marketing applications.
- wherever possible, through clear brand architecture, and consistent application. Establishing this system in such a way as to give prominence to EPWP

This presents a unique opportunity to harness the full potential of the identity, especially in a marketing context.





Flow?

## Creating EPWP corporate identity guidelines

- Establish practical and effective principles by which the EPWP brand identity can be applied with consistency, as well as flexibility.
- Apply these principles to a range of new and existing brand mediums.
  - The ultimate objective being the operational implementation of these principles, by the production of a concise Corporate Identity Guideline booklet.











## The old EPWP identity and brand architecture

National government is represented on no fewer than four levels. This is confusing, and repetitive.

The same prominence (level of cobranding) is given to all role players. This negatively affects the presence and visibility of EPWP.















#### The EPWP identity



public works

Department: Public Works REPUBLIC OF SOUTH AFRICA







### The EPWP brand architecture

The logo spacing guide is used to check relationship of the Public Works Logo and Expanded Public Works Programme logo.









vukûphile

CUDIC WOIKS

Project

Provincial ID

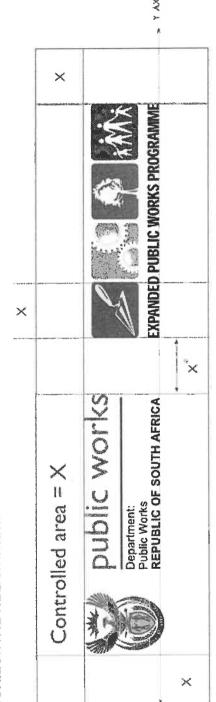




### The EPWP identity construction

The logo spacing guide is used to check relationship of the Public Works Logo and Expanded Public Works Programme logo.

HORIZONTAL RELATIONSHIP



In the horizontal relationship the DPW logo always appears on the left and EPWP logo on right.

\* NOTE The space between the public works logo and EPWP logo may increase but never decrease less than X width. The logos must always bottom align with Y axis.

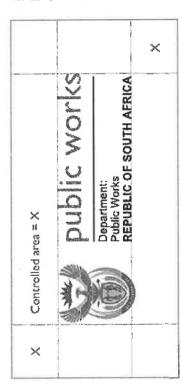






### The EPWP identity construction

#### DYNAMIC RELATIONSHIP



In the dynamic relationship between the DPW logo and EPWP logo, the logos can be separated. The DPW logo will always move into a primary role (top or front) and EPWP logo a secondary role (bottom or back). This version of the logo is mainly used for primary stationery and apparel.







## The EPWP identity with tagline construction

When the EPWP identity appears with the tagline 'contributing to a nation at work', these spacing guidelines apply.

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700				X	
IORIZONTAL RELATIONSHIP	Controlled area = X	* public works	Department: Public Works REPUBLIC OF SOUTH AFRICA		
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# The EPWP identity - Acceptable colour application











public works Debetween Place Work Republic of Bouth Africa

DE









# The EPWP identity - Unacceptable colour application











public works







### The EPWP identity - Typography

The fonts chosen for the EPWP identity is Gill Sans and Arial. The following versions of the Gill Sans and Arial family can be used.

Primary descriptor: Gill Sans Regular
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890 \*&!?@

Secondary typography: Artal Bold
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890 \*&!?@

Primary descriptor: Gill Sans Bold

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890 \*&!!@

Secondary descriptor (EPWP): Arial Narrow
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890 \*&!?@

secondary typography: Artal Regular
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890 \*&!?@

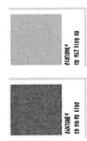




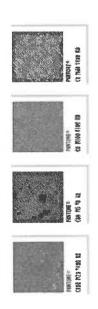
## The EPWP identity - Colour palette

The Secondary colour palette appear in the logo and is an integral part of The Primary colour palette for the EPWP identity is Black and Yellow. the EPWP identity.

#### PRIMARY COLOUR PALETTE



#### SECONDARY COLOUR PALETTE



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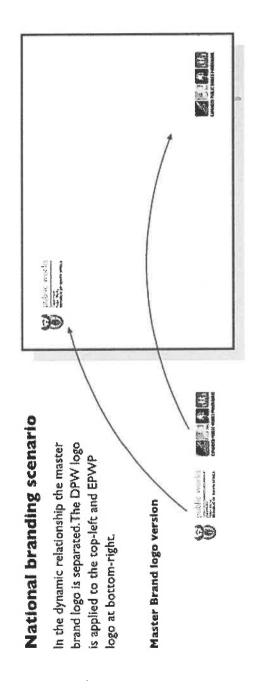






# The EPWP co-branding in stationery & publications

applied in conjunction with many other role players. When using the dynamic The Expanded Public Works Programme corporate identity is likely to be version of the EPWP identity the following scenarios applies.

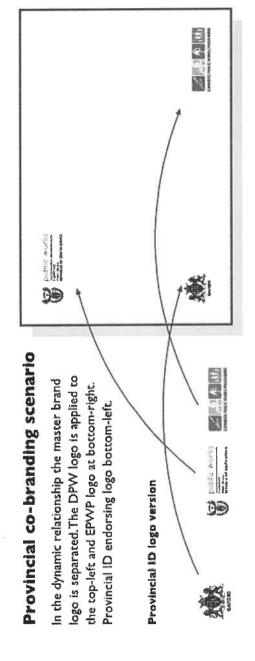






# The EPWP co-branding in stationery & publications

applied in conjunction with many other role players. When using the dynamic The Expanded Public Works Programme corporate identity is likely to be version of the EPWP identity the following scenarios applies.

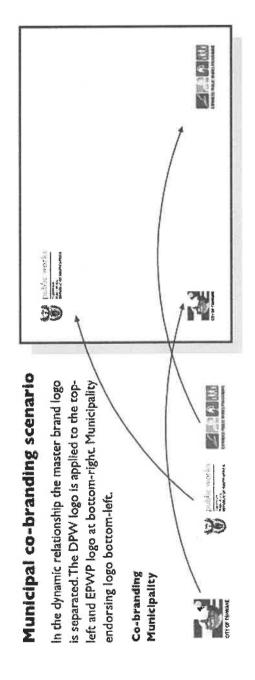






# The EPWP co-branding in stationery & publications

applied in conjunction with many other role players. When using the dynamic The Expanded Public Works Programme corporate identity is likely to be version of the EPWP identity the following scenarios applies.







## The EPWP co-branding in print advertising

applied in conjunction with many other role players. When using the horizontal The Expanded Public Works Programme corporate identity is likely to be version of the EPWP identity the following scenarios applies.

#### National branding scenario

The master brand logo is applied to the bottom. The EPWP logo appears on the right and DPW logo to the left.













## The EPWP co-branding in print advertising

applied in conjunction with many other role players. When using the dynamic The Expanded Public Works Programme corporate identity is likely to be version of the EPWP identity the following scenarios applies.

#### No. Provincial co-branding scenario 2 20 2 The master brand logo is applied to the bottom. The EPWP logo appears on the right and DPW logo to the left with Provincial ID logo bottom-centre. S parte works Provincial ID logo version



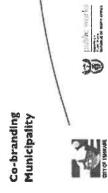


## The EPWP co-branding in print advertising

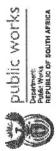
applied in conjunction with many other role players. When using the dynamic The Expanded Public Works Programme corporate identity is likely to be version of the EPWP identity the following scenarios applies.

#### Municipal co-branding scenario

The master brand logo is applied to the bottom. The EPWP logo appears on the right and DPW logo to the left with Municipality logo bottom-centre.









# The EPWP co-branding in promotional material

applied in conjunction with many other role players. When using the horizontal The Expanded Public Works Programme corporate identity is likely to be version of the EPWP identity the following scenarios applies.

### National branding scenario

BACK

The EPWP master brand logo is applied on the back. The project identity is always to the front, with the sector indicated applied to the left sleeve.





RONT



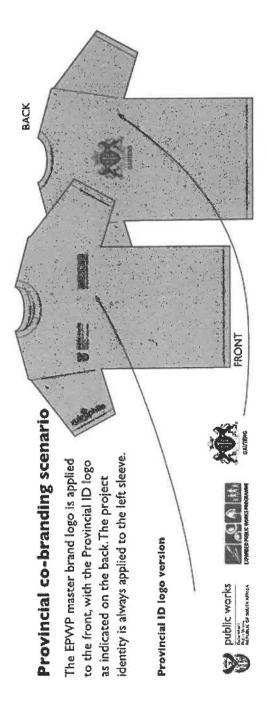






# The EPWP co-branding in promotional material

applied in conjunction with many other role players. When using the horizontal The Expanded Public Works Programme corporate identity is likely to be version of the EPWP identity the following scenarios applies.

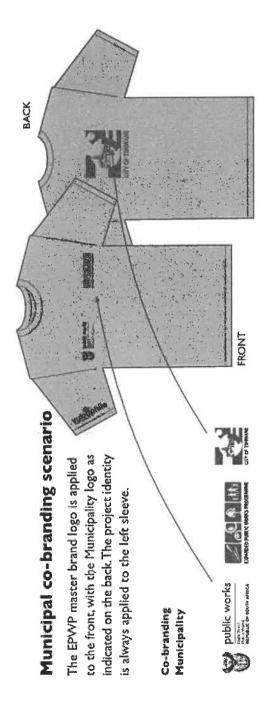






# The EPWP co-branding in promotional material

applied in conjunction with many other role players. When using the horizontal The Expanded Public Works Programme corporate identity is likely to be version of the EPWP identity the following scenarios applies.



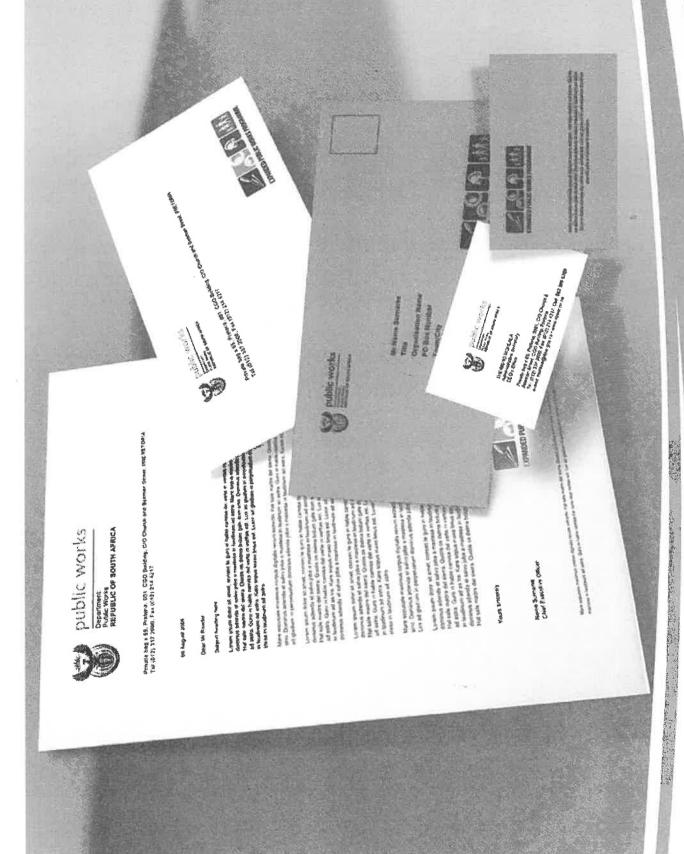




### Applications







### Applications - letterhead

The EPWP corporate letterhead displays as well as the content of the letter which is printed electronically. Always use the supplied guides and format in order to on all conventionally printed stationery secondary font "Arial Regular" is used the logo in full colour on white. The keep the stationery consistent.



public works Prince Prince Prince Republic of South Africa Bagring Barraparas Ch. of § Jonatabhen Ciff's ar

Attail (A) 1 Attail



Dodoffingel Public Visiks REPUBLIC OF SOUTH APRICA public works

## Applications - business card

The EPWP corporate business card displays the logo in full colour on white on the front with a black logo on a yellow background on the back. Except for the logotype, the secondary font "Arial Regular" is used throughout. Always use the supplied guides and format in order to keep the stationery consistent.

DUDIE WORKS

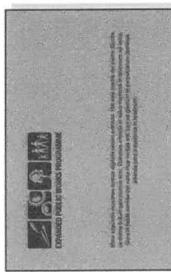
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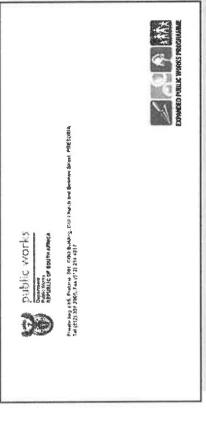






# Applications - compliment slip

The EPWP corporate compliment slip displays the logo in full colour on white. The secondary font "Arial Regular" is used on all conventionally printed stationery. Always use the supplied guides and format in order to keep the stationery consistent.







### Applications - envelope

The EPWP corporate DL envelope displays the logo in black on the EPWP yellow. The secondary font "Arial Regular" is used on all conventionally printed stationery as well as the address on envelope which is printed electronically. Always use the supplied guides and format in order to keep the stationery consistent.







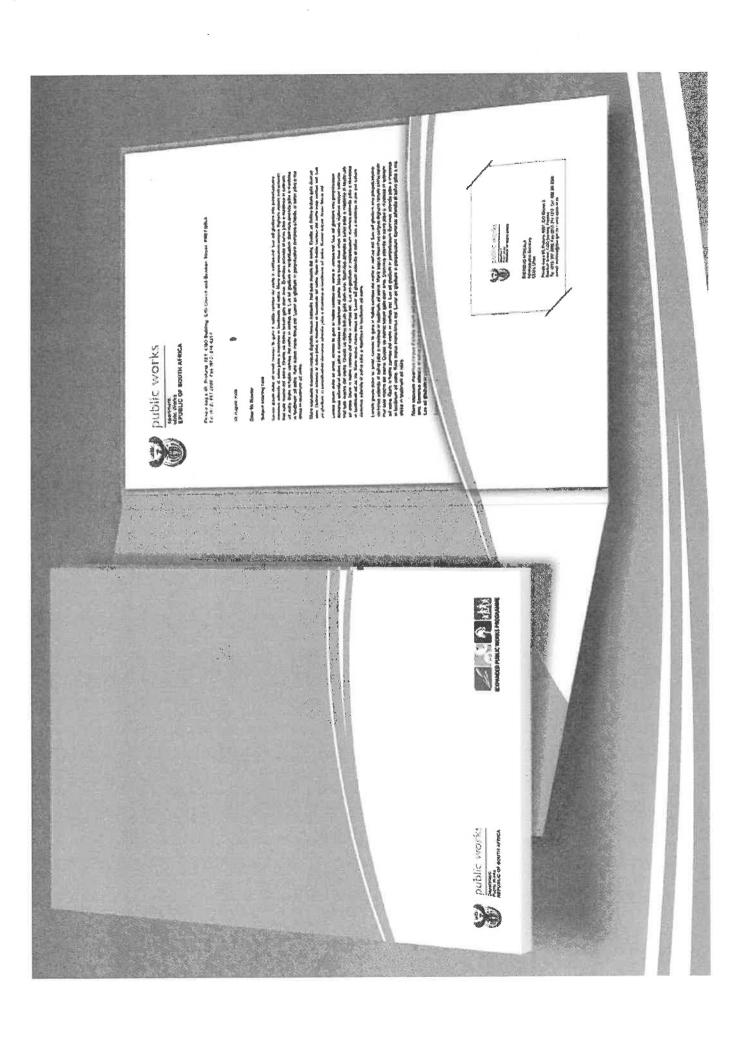
## Applications - certificate

The EPWP corporate certificate displays the logo in full colour on white. Always use the supplied guides and format in order to keep the stationery consistent.









I'm not just building bridges, I'm bridging the poverty gap

3 = 3 = 3

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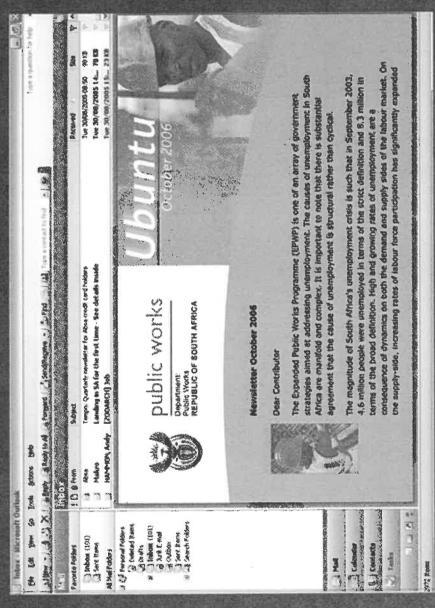


Public Works





I'm not just building bridging bridges, I'm bridges, poverty gal S. D. WORLS PRICE OF STATE OF Dublic Works Contact Print, Print, Print, Paris, P I'm not just building bridges, I'm bridging the poverty gap Same South State S



Website: Home page

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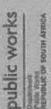


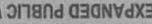














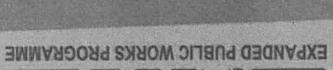




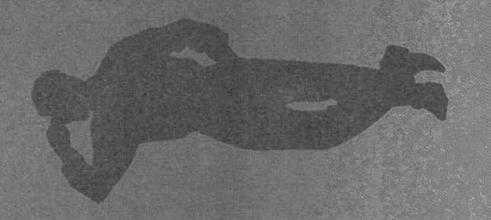








**EXPANDED PUBLIC WORKS PROGRAMME** 

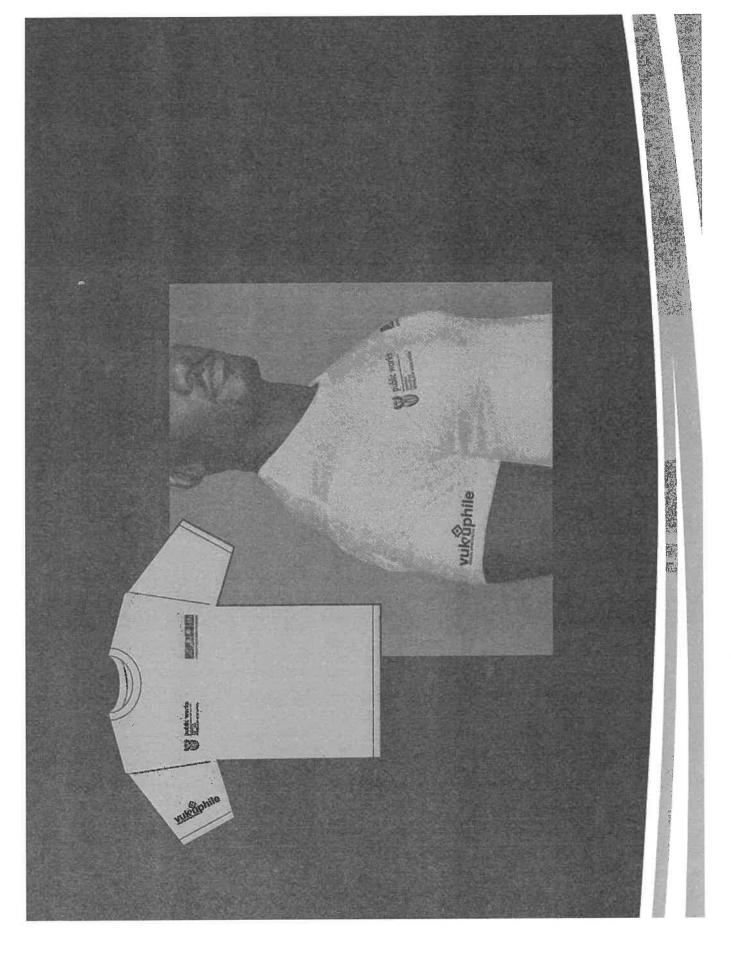




Back drop: Full colour

Back drop: Monochromatic

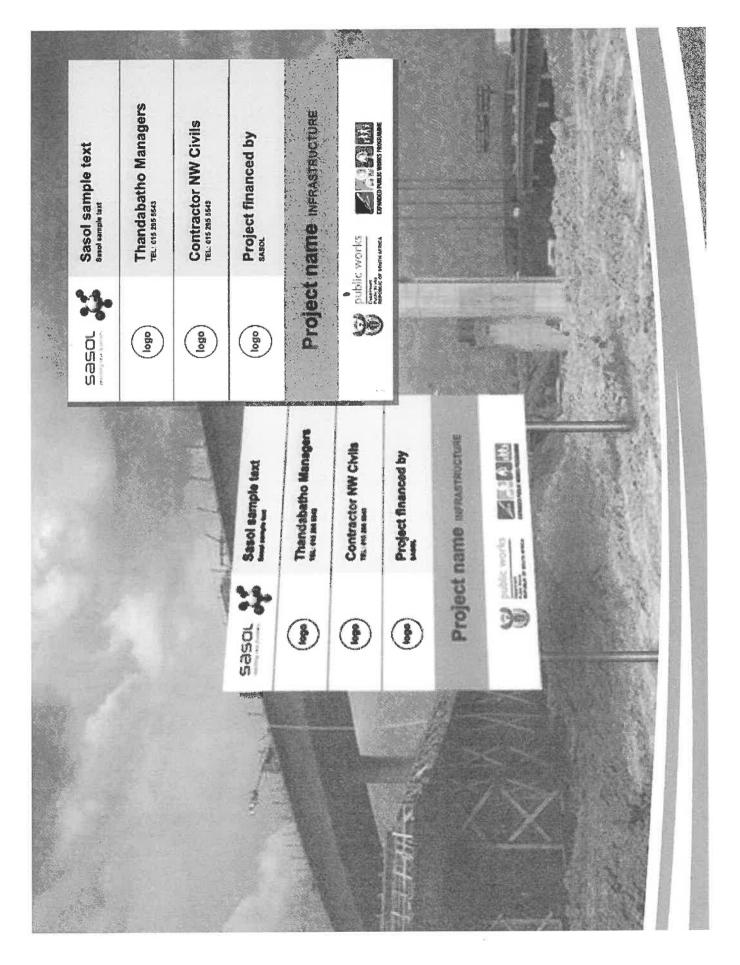




# Project signage









Province of the Eastern Cape Department of Roads and Public Works

PROJECT DESCRIPTION

Streets to surfaced standard Upgrading of internal



Consulting Engineers (Pty) Ltd Contractor: Roberts Bros Lukhozi



Project name INFRASTRUCTURE





Province of the Eastern Cape Department of Roads and Public Works

PROJECT DESCRIPTION

Consulting Engineers (Pty) Ltd streets to surfaced standard Upgrading of internal Mdantsane Zone 15 - EPWP 1 Lukhozi



Contractor: Roberts Bros

Project name infrastructure



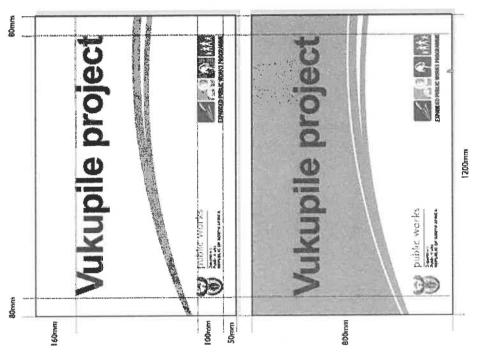
public works December 1: Place Works Republic of South Africa



EXPANDED PUBLIC FORKS PROCRAMME

# Signage - seperate EPWP board

The EPWP project board my appear as a seperate unit alongside project Cosponsor board. This is an secondary option to previous one unit boards.







#### Summary

The EPWP corporate identity is a valuable visual endorsement to the many projects with which it is involved.

be applied over a vast range of media application, in conjunction with many other role players. The challenge is to ensure that the corporate identity's is augmented involved. The Expanded Public Works Programme corporate identity is likely to by the consistent application of the principles contained in the guidelines. Maximum visibility of the EPWP identity is therefore a benefit to all parties





## Thank You

