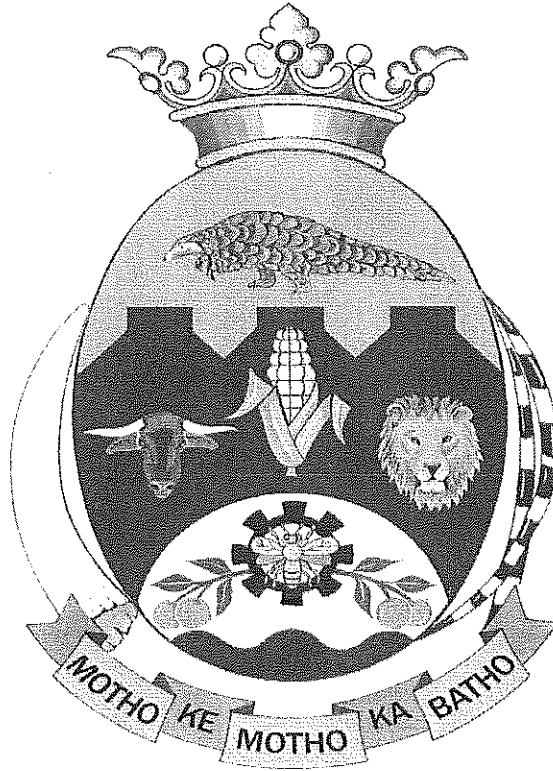


**LEPELLE-NKUMPI LOCAL
MUNICIPALITY**



**POLICY ON THE ESTABLISHMENT OF
PROJECT STEERING COMMITTEES (PSCs)
AND IMPLEMENTATION OF PROJECTS**

Revision 4

1.1. Background

- The current project steering committees (PSCs) are established in terms of the old project steering committee guidelines or constitution developed during the Transitional Local Councils (TLC's).
- The same guidelines were established by the former Northern District Council (NDC) – as contained in the Northern District Council's Manual for consultants.
- Annexure 12 of the Manual for consultants on page 9 spells out the project steering committee guidelines
- Different approaches are applied in terms of the NDC guidelines, EPWP guidelines or RAL guidelines. There is no consistency. More problems are created and more interventions are always needed. Lepelle-Nkumpi Municipality needs to develop its own consolidated policy on PSCs and recruitment of labourers in the projects around the municipality.

1.2. Purpose

- To explain a holistic approach that ensures the active empowerment and growing involvement of the whole affected community towards sustainability of the projects.
- To establish a common approach on the implementation of the projects in the Lepelle-Nkumpi Municipality.
- To address challenges facing the municipality during the planning and implementation of the projects.
- To spell out the terms of reference of a project steering committee (PSC) indicating the overall project coordination and procedures and the roles and responsibilities of the PSC.
- To establish the terms of references that provide a framework within which the project steering committee (PSC) and other stakeholders would operate in the smooth running of conventional projects construction programme

1.3. Objectives

- To clarify the roles and responsibilities of the role players in the project
- To set the criteria for employment and/or appointment of labourers in the project

1.4. Mission

- To ensure that all municipal projects are uniformly implemented, completed with fairness, transparency and openness.

1.5. Vision

- To have viable and sustainable project management process.

1.6. Legal Framework

- White paper on Developmental Local government
- Municipal Structures Act, 1998
- Municipal Systems Act, 2000
- Employment Equity Act, 1998
- Labour Relations Act, 1995
- Basic Conditions of employment Act, 1997
- Constitution of the RSA, 1996
- Road Agency Limpopo (RAL) recruitment procedures
- Expanded Public Works Program (EPWP) guidelines
- Skills Development Act, 1998
- Occupational Health and Safety Act, 1993
- Development facilitation Act, 1995

1.7. Copy Right

- All documents and plans compiled by the consultant for LNM, and for which compensation was received, becomes the property of LNM.
- Any copy right which might exist that passes to CDM, should CDM re-use such documents and plans outside the original instruction, the consultant is indemnified from any claim which may occur as a result of re-usage.

1.8. Stages of the process:-

1. Identification of the project
2. Appointment of the consultant
3. Formal introduction of the consultant to community and establishment of Psc
4. Establishment of the PSC
5. Submission of scoping report/plans and drawings.
6. PSC gives feedback to the community
7. Plans and drawings are approved
8. Contractor is appointed
9. CLO and other labourers are appointed

1.9. Identification of the project

- The project shall be identified by the community or stakeholder(s) of the community through the process of IDP/Budget processes

1.10. Appointment of the consultants or contractor

- The **consultant/contractor** shall be appointed by LNM/CDM through the supply chain management policy and formally introduced to the community through interaction with each other.

1.11. Formal Introduction of the consultant or contractor to the community

- Chairperson of the portfolio committee shall convene meeting of the community through the ward councillor for the purpose of introducing the Contractor to the community.
- Such meeting shall be chaired by the chairperson of portfolio or any delegated person.

2. ESTABLISHMENT OF PROJECT STEERING COMMITTEE

2.1 Composition

- The meeting of the community shall be convened by the portfolio committee chairperson in consultation with the ward councillor for the purpose of establishing the project steering committee for any ward or village based project, the steering committee will comprise of the following representatives:-
 1. Representative from the project funder (project management – Technical, Social and Institutional Dev.)
 2. Municipal representatives (councillors, officials, ward committee and traditional leaders)
 3. Project consultants (Social, environmental and engineering)
 4. Contractor – depending on the type of the project
 5. CLO and Safety Officer.
 6. Not less than six (6) elected community members
 - 7.

2.2 Project affecting /involving only one ward

- The project steering committee shall be composed of the following:-
 1. Ward committee member responsible for that specific department/portfolio
 2. CDW of the affected ward
 3. Two representatives from the traditional leadership (where applicable)
- The PSC shall be composed of not less than six (6) and not more than eight (8) elected members.
- List of the PSC members must be kept in the Municipal Offices.

2.3 Project affecting/involving more than one ward

- Each project involving more than one ward shall be established and chairperson of the portfolio committee shall be the chairperson of that PSC.
- The following members shall also be members of the PSC:-
 1. PR councillors of the affected Wards- Ex-Officios
 2. Ward committee members responsible for that specific department
 3. CDW's of the wards – Ex-Officios
 4. Traditional leadership's representatives- Ex-Officios
 5. CLO – as a non-elected member
 6. Safety representative as a non-elected member
- The PSC shall be composed of not less than six and not more than eight (8) elected members
- List of PSC members must be kept in the Municipal Offices.

2.4 Voting Rights

- Only the elected members of the PSC shall have the voting rights in all meetings of the PSC in which voting is required.
- The chairperson of the PSC shall be the deciding factors in case of ties during voting process.

2.5 Number of members serving on the PSC

- Depending on the size of the project, the number of members serving on the project steering committee should not exceed eight (8) elected members.
- When a project is less than R3m only 6 PSC members should be elected to serve.

2.6 Quorum of PSC members

- Quorum for all meetings of the PSC shall be 50% plus one of the elected members.

2.7 Life Span/Term of office of the PSC

- A project steering committee should be linked to a specific project term.
- The project steering committee should be constituted after approval of the project has been received and a consultant has been appointed.
- The existence of the PSC should come to an end directly after the project has reached final completion.

2.8 Reimbursement/Remuneration for PSC members

- Reimbursement will be paid per formal sitting meeting with minutes and attendance register at a rate of R200 per sitting

2.9 Signing of payment certificates

- The certificate shall be minuted in the minutes of the PSC
- Payment certificates in favour of the contractor or engineer must be accompanied by the appropriate "certificate format"

2.10 Site meetings

- Site meetings must be held at least once a month, when progress will be discussed and comparisons made to the agreed construction program.
- Report-back also on financial aspects of the contract will be given.
- Progress payments as against estimated final contract values are to be provided monthly.
- If the need arises, additional site meeting dates can be negotiated with the municipality.
- The meeting should be attended by PSC Members

2.11 Roles and responsibilities or functions of the PSC

- The project steering committee is the team of community members that drives the project and constantly monitors its progress. The project steering committee is the key body to oversee the week to week progress of the project.
- The project steering committee of the project provides feedback to the rest of the community on discussions taken during the planning meetings, sites meetings and other meetings related to the project.
- The PSC should be responsible for the general running of the project on behalf of the community.
- Project is a temporary effort or activity to create a unique product or service.
- Projects usually include constraints and risks regarding cost, schedule or performance outcome.
- Among other things, the PSC shall have the following roles and responsibilities:-
 - Ensure community participation
 - Review project progress against project plan
 - Resolve issues that cross within the project
 - Gives direction and guidance to the project team.
 - Chairperson and Secretary to attend all project progress reporting meeting and site meetings.
 - Makes decisions on major priority of deliverables
 - Approve interim deliverables
 - Approve project development strategy
 - Resolve conflicts between stakeholder groups
 - Identifies risks external to the project
 - Approves the closure of the project
 - Facilitate the training
 - Ensure that trainers in the community are trained to do broader community training. The community is then empowered to also manage other community projects
 - Monitor the implementation of the projects
 - The PSC is responsible for monitoring each phase in the project to ensure that everything goes according to plan
 - Keep records of all meetings
 - The following key information should be recorded whenever a meeting is convened:
 - 1.1 minutes of the meeting
 - 1.2 names of labourers employed and wages due on a monthly basis
 - 1.3 Names of trained persons i.e. operators, instructors, etc.
 - Interact on all labour issues between the contractor and the community in consultation with PSC
 - To constitute working groups to attend to issues of particular interest as and when necessary.

3 Recruitment Procedures

- Whenever there is a need to recruit workers at any of Municipal, Departmental, Parastatal or RAL projects, the following guidelines should be followed:
 1. The contractor signs contract with municipality department or RAL for construction work to be done, including the number of workers required.
 2. The municipality, Department, RAL writes a letter or coordinate a meeting with the relevant portfolio committee
 - The portfolio committee chairperson informs the ward councillor or coordinate a meeting with the affected community or a ward
 - The chairperson will inform them about the project works to be carried out by the contractor in the area.
 3. The local community, through all the structures available including the ward committee and CDW's are informed and consulted about the establishment of the project and its steering committee
 4. The project steering committee makes an announcement of workers required from relevant communities affected by the project/along the road corridor.
 - The first recruitment of the workers is announced at least a month in advance using appropriate community structures to prepare themselves in time
 5. Notice of recruitment should be placed in public places within the community
 - It should be announced in all community gatherings, events and meetings e.g. funerals, burial clubs, schools, churches, traditional meetings, cultural events, stockvels, etc.
 - The recruitment notice must specifically state the following requirements:-
 1. Programme objectives
 2. Areas/villages where the recruits would come from within a reasonable radius of the project area.
 3. Recruitment date, time and venue
 4. Number of workers needed
 5. The need to produce positive identification and to carry the identification document/card
 6. People who should be present to witness the recruitment include the employer's representation (municipal, departmental/RAL Representative), social and institutional development consultant, chairperson of portfolio committee, ward councillor, PSC and the contractor.
 7. The community representatives and residents are informed about the recruitment procedures and are assisted to understand them clearly.
 8. Members of the community who are economically active are given an opportunity to apply for work.
 - A roster of all interested and eligible workers is prepared and distributed to the contractor, municipality, PSC and traditional authority (where applicable).

- A list of all potential workers who form part of the targeted groups and meet the selection criteria and specific work requirements is drawn up from the list above.
9. The contractor is required to make maximum possible use of the local labour force from the communities which the project is being implemented
- The use of non-local labour should where possible be limited to key personnel only from the communities which the projects are

4 Terms and conditions of employment

1. On the day of the recruitment, the terms and conditions of employment are explained to all job seekers' This will include:-
- Function and organisation of the contract
 - Type of work which the job seekers will be expected to carry out
 - Period of employment, including hours of work. This is a very important point as a person to be recruited should be those who can spare their time especially between 7am and 5pm
 - Terms of employment
 - Pay rate, timing and arrangement for payment including first payment date
 - Women and men are equally eligible and welcome to seek employment

5 Development of a roster of all workers per area/ village interested in working in the project:-

- On recruitment day a roster of all workers per village interested in working in the project is prepared and submitted to the PSC and the contractor.
- A list of all workers who meet the specific work requirements and the policy guidelines for that project or programme is drawn up from the list above.
- If more people than required come forward, there will be a need to proceed with an unbiased selection.
- It is important to ensure that the process is fair so as to avoid accusations of corruption or favouritism.
- From the list on step no.1 above, all the ID documents are collected and placed in containers, or if ID documents are not used, pieces of papers may be numbered from one(1) to the last number equal to the total number of eligible people for employment.
- One representative from the PSC would then pick from the container each ID document/card and the person will be called for self-selection i.e. he/she will pick-up a numbered piece of paper or alternatively all potential workers will queue and pick-up numbered pieces of papers. The one who picks up number one (1) will be the first person on the list. This process will proceed until each village/area quota is filled.
- Once the village/area quota has been successfully filled, no more candidates from that village would be eligible for employment.
- This also applies if the gender and age balance has been satisfactorily met, candidates from the gender that has been met or age group would no longer be eligible for selection.

- The process will continue until from each village the number of people eligible for recruitment as calculated in step 1 is filled and the gender and age balance has been met.

6 The criteria for employment

- The following criteria is suggested to target the able bodied poorest of the poor:-
 1. The persons first considered must be those with little or no other source of income.
 2. Non-working individuals, vulnerable or disadvantaged individuals without any social security or pension income.
 3. People who come from households where the head of the household has less than a primary school education.
 4. One person per household

7 Confirmation/witness of the recruitment list

- At least three (3) local community representatives or leaders present at the recruitment/selection meeting should sign the list of the selected people. These people must be the portfolio chairperson, ward councillor, and/or ward committee member responsible for that specific department or portfolio, traditional leader, priest and/or leader of the community.

8 Gender Split

- If 10 people are to be employed in a project, the following criteria would apply:-
 - 4 should be women
 - 3 youth
 - 2 men
 - 1 disabled

Table below indicate the sample and percentages in terms of appointing labourers on project during construction period

Total workers required	Women	Youth	men	disabled
100	60	20	18	2

- The waiting list would have 25% of 100, which is 25 people. To be proportional, the waiting list will consist of 15 women, 5 youth, 4 men and 1 disabled

9 Personal Employment/Contract forms

- After the selection, each worker should be issued a personnel employment form in duplicate, one copy is to be given to the worker and the other copy is to be retained by the contractor as a copy for reference.
- All forms must be signed by both the employer and the employee.

- It will not be possible to call all the workers as from the first day of operations to the planned work sequence.
- Recruits from the age of 60 and older are not accepted by law and should be encouraged to apply for a pension fund.

10 Meetings of the PSC

- The PSC will meet once a month.

11 COMMUNITY LIAISON OFFICER

12.1 Terms of Reference for the Community Liaison Officer (CLO)

These terms of references provide a framework within which the project community liaison officer (CLO) would operate in the context of conventional programme of Lepelle-Nkumpi Municipality and other sector departments, including RAL and other state owned enterprises (SOE's).

12.2 Roles, responsibilities and duties of the Community Liaison Officer:-

1. To be available on site on daily basis between 07h00 and 17h00 and at other times as the need arise.
2. To communicate daily with the contractor and the engineer to determine the labour requirements with regard to number and skill.
3. To facilitate and assist in labour dispute resolution and ensure procedures are adhered to and that sanctions are reasonable.
4. To assist and facilitate in the recruitment of suitable temporary labour desk where required.
5. To attend all PSC meetings and present progress report
6. To assist in the identification, screening of labourers from the community in accordance with the contractor's requirements.
7. To organise and assist the contractor to explain to all temporary labourers of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
8. To ensure that there are written agreements between the contractor and the labourers.
9. To ensure that workers are paid what is due to them and in time.
10. Attend disciplinary proceedings to ensure that hearings are fair and reasonable.
11. To handle such other duties as agreed upon between parties concerned.
12. To keep daily written record of interviews and community liaison which should be summarized and included in the monthly progress reports
13. To prepare monthly progress reports

12.3 Key performance indicators or deliverables of the CLO:-

1. Effective monitoring of workers and ensure the contractors treat everyone fairly.
2. Prepare and submit the progress report.

3. Disseminate information
4. Resolve problems, conflicts and blockages that may occur at the project level.
5. Ensure monitoring of the employment target required
6. Report on the achievement of the key performance indicators

12.4 Administration of performance reviews

- The CLO would be required to meet performance reviews administered by the contractor and the PSC.

12.5 Requirements of the CLO

- The following are the requirements for the appointment of the CLO:-
 1. Must be a resident from the areas or villages within the project/road corridor
 2. Must have grade 12/standard 10
 3. Must have good communication skills
 4. Must be matured and have the respect of the community
 5. Must have experience of working on community projects.
 6. Must have report writing skills
 7. Must have knowledge of Labour Relations Act and the Basic Conditions of the Employment Act.
 8. Must have conflict resolution skills.

13 Minutes and agendas of PSC meetings

- Minutes should be distributed to all PSC members with the letter of invitation and agenda for the next meeting

14. Standing Agenda items

- Standing agenda items should include:-
 1. Work programme/progress
 2. Labour issues (recruitment, welfare/health and safety, prompt payments of wages to workers, disciplinary issues, child care e.t.c.)
 3. Social awareness programmes
 4. Environmental issues
 5. Feedback from communities

15. HEALTH AND SAFETY OFFICER

15.1 Terms of reference for Health and Safety Officer

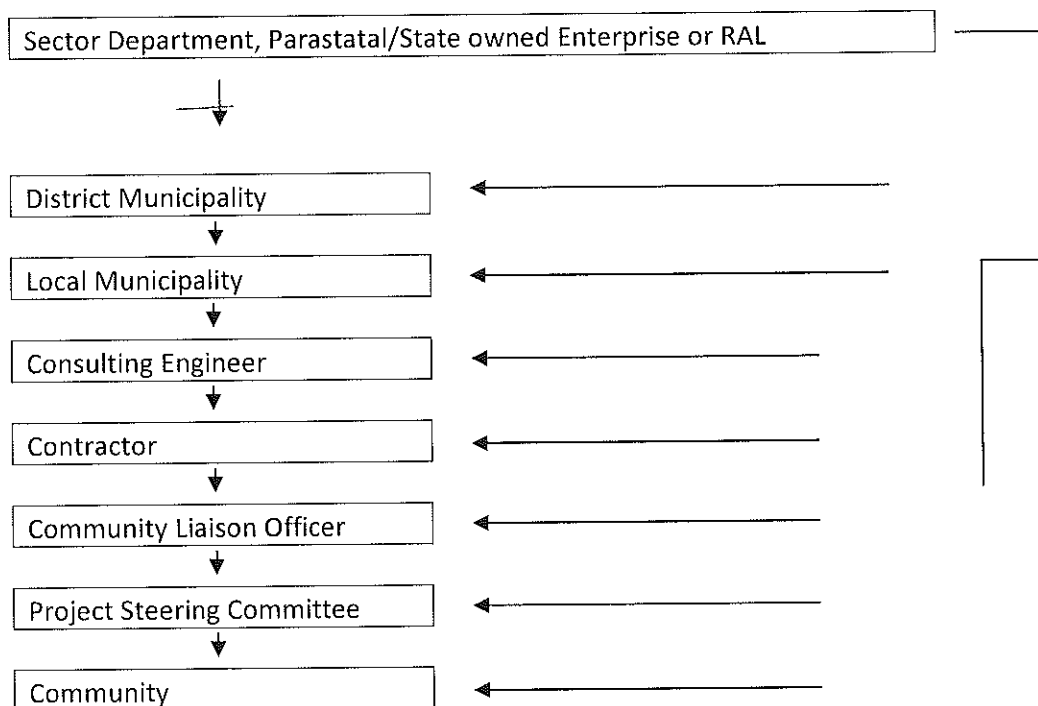
- The following shall be the roles and responsibilities or terms of reference for the Health and Safety officer (HSO) within which he/she operates.
- Communicates daily with the CLO and the PSC on all Health and Safety issues.
- Ensure compliance of the contractor with regard to provision of safety issues.
- Ensure that workers have clean drinking water

- Ensure that workers have toilet facilities that are maintained and are in good usable state.
- Administer first aid during incident and accidents.
- Prepare monthly reports on safety issues.
- Keep daily records of all incidents and accidents.
- Constantly strive and promote safety on site.
- Conduct weekly safety talks with the labours.

15.2 Requirements of the HSO

- The Health and Safety officer must possess the following qualifications:-
 1. Must have grade 12 / standard 10.
 2. Must be a resident of the villages or areas within the project area / corridor.
 3. Must have experience in working with community projects.
 4. Must have knowledge of the construction regulations.
 5. Must be mature and have respect of the community.
 6. Must have attended training in health and Safety.
 7. Must have good communication skills.
 8. Must have a knowledge of occupational and health and safety Act.

16. Project participants and communication lines



17. Implementation of the policy

- This policy shall be implemented and/or operation in all the projects implemented or operated in the area of jurisdiction of Lepelle – Nkumpi Municipality.
- This policy replaces all other policies development and operated before in relation to the functioning of the PSC.

LABOUR RELATIONS ACT, 1995

1. Appointment

1.1.1 The employee is appointed in the capacity of a CLO and will commence duties on

1.1.2 The employee will perform duties at DIFFERENT SITE THROUGHOUT SOUTH AFRICA.

2. Job description

The employee is responsible for the following tasks:

- Labour work and all such tasks and duties as are reasonably and lawfully incidental to the above.

3. Remuneration

3.1 The employee's basic remuneration per month is R4 500.00 (for Community Liaison Officer and Health and Safety Officer), and R150.00 per day for labourers as a minimum.

3.2 Said remuneration will be paid on the last day of the month.

4. Benefits

The employee is entitled to the following benefits: Unemployment Insurance Fund of which he should contribute 1% and the Employer 1%.

5. Probation

There is no probation, but workers will sign contracts that will stipulate the number of days or months appointed

6. Hours of work

6.1 The employee is obliged to work 5 (five) days per week, i.e. from 7h00 to 17h00 of every week (and weekends on a arrangement).

6.2 The employee's normal working hours will not exceed 50 (fifty) hours per week and **10 (ten)** hours per day.

6.3 If the employee is responsible for serving members of the public, his/her normal working hours may be extended by 15 (fifteen) minutes on any day in order to continue such responsibilities, provided such extension or extensions may not exceed 60 (sixty) minutes in any normal working week.

6.4 The provisions of this paragraph do not apply to work which is required to be done without delay owing to circumstances for which the employer could not reasonably have been expected to make provision and which cannot be performed by the employee during the normal working hours.

7. Meal intervals

7.1 The employee is entitled to a meal interval of 45 (forty five) minutes after 5 (five) hours of continuous work and this time will not form part of the normal working hours.

7.2 For the purposes of paragraph 7.1 work is continuous unless it is interrupted by an interval of at least 30 (thirty) hour.

7.3 During the meal interval the employee may be required or permitted to perform duties that cannot be left unattended, that cannot be performed by another employee and that could not reasonably have been provided for by the employer.

7.4 The employee will under normal circumstances not be remunerated in respect of the meal interval, but if he/she is required to work during such interval, payment will be owed and made to the employee at a rate equal to a normal hour of work for every hour worked during meal intervals.

7.5 If the employee's meal interval exceeds 75 (seventy five) minutes on any day, he/she will be remunerated in respect of the time in excess of 75 (seventy five) minutes at the normally hourly rate, unless he/she lives on the work premises.

8. Overtime

8.1 The employee agrees to work overtime when the operational reasons of the business require additional hours to be worked.

8.2 Overtime hours will not exceed 25 (twenty five) hours per week.

8.3 Overtime will be remunerated at

8.3.1 1, 5 times the normal hourly rate; or

8.3.2 The normal hourly rate, in which case the employee will be given 30 (thirty) minutes off on full pay in respect of every hour overtime worked; or

8.3.3 No remuneration, in which case the employee will be given 90 (ninety) minutes off in respect of every hour overtime worked.

8.4 If an employee is entitled to time off in terms of paragraphs 8.3.2 or 8.3.3, such time will be granted within 0 (zero) months of he/she becoming entitled thereto.

8.5 The provisions of this paragraph will be revised annually.

9. Compressed working week

9.1 If expedient or necessary to do so, the employer and employee may agree that the employee work a compressed week, in which case the following conditions will be applicable:

9.1.1 The employee will work a maximum of 10 (ten) hours per day, including meal intervals;

9.1.2 The employee will not work more than 6 (six) days per week;

9.1.3 The employee will not receive overtime pay.

9.1.4 Where the employee works a compressed week, his/her normal working hours will not exceed 45 (forty five) hours per week and the overtime hours will not exceed 10 (ten) hours per week.

10. Work on Weekends

10.1 If the employee works on a Sunday, the hours so worked will be considered as overtime.

10.2 The employee will be entitled to payment at a rate of:

10.2.1 1, 5 times the normal hourly rate for every hour worked or the normal daily rate, whichever is the greater; OR

10.2.2 The normal daily rate plus time off with full pay equivalent to the difference in value between the normal daily rate and the additional payment the employee would have received in terms of paragraph 11.2.1.

10.2.3 If the employee is entitled to time off in terms of paragraph 11.2.2, such time will be granted within 2 (two) months after he/she has become entitled thereto.

10.2.4 If a shift worked by the employee falls on a Sunday and another day, the shift is deemed to have been worked on a Sunday unless the greater portion of the shift falls on the other day.

11. Work on public holidays

11.1 The employee agrees to work on public holidays if the operations of the employer require it

11.2 If a public holiday falls on a day which would otherwise be an ordinary working day and the employee does not work on such a public holiday, he/she will nevertheless receive remuneration in respect of such a day.

11.3 If the employee works on a public holiday which falls on an ordinary working day, he/she will be remunerated at a rate of normal rate.

11.4.1 If the employee works on a public holiday on which he/she would not ordinarily work, he/she will be remunerated at a rate of 1,5

11.5 Payment due to the employee for work on a public holiday will be made on the first usual pay day that follows the day on which the employee worked.

11.6 If a shift worked by the employee falls on a public holiday and another day, the shift is deemed to have been worked on the public holiday unless the greater portion of the shift falls on the other day.

11.7 A public holiday may be exchanged for any other day as the employer and employee may from time to time agree.

12. Night work

12.1 The employee agrees to perform night work.

12.2 Remuneration in respect of night work will be as follows:

12.2.1 An allowance will be agreed upon with the employer..

12.3 The employer will arrange for transport to and from work in the event of the employee performing night work.

12.4 If the employee performs night work on a regular basis, the employer will be responsible for informing him/her of any health and safety hazards and allow him/her to undergo a medical examination annually at the employer's expense.

12.5 If the employee suffers from poor health he/she will be transferred to suitable day work if it is practicable for the employer to do so.

13. Annual leave

NONE

14. Sick leave

NONE

15 Additional sick leave

NONE

16. Maternity leave

NONE

17. Family responsibility leave

NONE

18. Deductions

UIF must be deducted to all employees

19. Termination of employment

Termination will be done if labourers are not taking instructions or refusing to work (as per the signed contract on the project under construction)

20 Certificate of service

Upon termination of employment the employer will give to the employee a certificate of service stating the following:

the employee's name, the name and address of the employer, the date of commencement and the date of termination of employment, the job title of the employee at termination, the remuneration earned by the employee at termination and, if the employee so requests, the reasons for termination. Any council agreement or sectoral determination applicable to the employer's business will also be mentioned.

21. Additions to this agreement

21.1 The definitions attached in Annexure A form part of this agreement.

21.2 In addition to the provisions of this agreement, the employee is also bound by and subject to the following company policies, codes, procedures and legal provisions and these are considered to form part of this agreement:

21.3 The document referred to in paragraph 22.2 is available at the personnel office and the employee has free access to it. A copy of this document will be made available to the employee free of charge at his/her request.

ANNEXURE A

Definitions

In this agreement, unless the context otherwise indicates:

- "Annual leave pay" means an amount equivalent to the remuneration the employee would have earned for working for a period equal to the period of his/her annual leave and is calculated at the rate of remuneration the employee earns immediately before the beginning of the annual leave period;

- "Calculating annual leave pay, notice pay or severance pay" means that the employee's remuneration, in money and/or in kind, is taken into account, but excluded are the following: payment in kind that is given to the employee, gratuities, allowances paid in order to enable the employee to work and any discretionary payments not related to the employee's hours of work or work performance;

- "CCMA" means the Commission for Conciliation, Mediation and Arbitration;

- "Child" means a person who is under 18 years of age;

- "Day" with reference to normal working hours, overtime and a compressed working week means a period of 24 hours calculated from the time when the employee normally commences work;

- "Duration of employment" with reference to determining the employee's length of service with the employer for any provision of this agreement means that previous employment with the employer will be taken into account, provided the break between the periods of employment is less than one year;

- "Earnings" in respect of unemployment insurance contributions means any payment in cash and/or in kind made or owing to the employee which arises out of his/her employment, but excludes the monetary value of training, commission, a share in takings, a production bonus, remuneration for overtime and special bonuses or allowances;

- "Family responsibility leave" means leave granted in terms of paragraph 16 of this agreement and is applicable only if the employee has completed four months of employment with the employer and he/she works for four days or more per week;

- "Leave cycle" in respect of annual leave and family responsibility leave means a period of 12 months' employment with the employer which immediately follows the employee's commencement of employment or the completion of the employee's previous leave cycle;

- "Leave cycle" in respect of sick leave means a period of 36 months' employment with the employer which immediately follows the employee's commencement of employment or the completion of the employee's previous sick leave cycle;

