



**health**

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North West Provincial Government  
REPUBLIC OF SOUTH AFRICA



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## HUMAN RESOURCES DEVELOPMENT

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*A long and healthy life for all communities of the North West Province*

### STANDARD OPERATING PROCEDURE ON DEVELOPMENTAL PROGRAMMES

SEPTEMBER 2023

Author	HUMAN RESOURCES DEVELOPMENT DIRECTORATE
Review Date	September 2026
Description	This document defines North West Department of Health position on Developmental Programmes
Coverage	This document is applicable to all employees of North West Department of health
SOP Number	HRD23/SOP02/R26

*(Signature)*

*(Signature)*

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**Standard Operating Procedure on Developmental Programmes**

<b>1. Purpose</b>	The purpose of this document is to provide standardized process and procedure to be followed in managing and coordinating the Developmental programmes in the workplace.
<b>2. Scope and application of the document</b>	This SOP document shall be applicable to all Developmental programmes within the North West Department of Health.
<b>3. Legislative and related prescripts</b>	<p>This SOP is underpinned by the following pieces of legislation:</p> <ul style="list-style-type: none"><li>3.1 The Constitution of Republic of South Africa, Act 108 of 1996</li><li>3.2 Circular No: HRD 1 of 2018</li><li>3.3 Public Service Act 103 of 1994 as amended</li><li>3.4 Public Service Regulations of 2016</li><li>3.5 Employment Equity Act 55 of 1998</li><li>3.6 Skills Development Act 97 of 1998</li><li>3.7 Skills Development Levies Act 9 of 1999</li><li>3.8 White Paper on Public Service Training and Development</li><li>3.9 National Qualification Framework Act 2008</li><li>3.10 National Skills Development Strategy</li><li>3.11 Human Resources Development Strategy</li></ul>

	<p>3.12 National Development Plan vision 2030</p> <p>3.13 Labour Relations Act No. 66 of 1995 as amended 27 of 1998</p> <p>3.14 Public Finance Management Act 1 of 1999</p>
<p><b>4. Definitions/ Glossary of terms</b></p>	<p><b>4.1 Department</b> Refers to North West Department of Health.</p> <p><b>4.2 Internship Programme</b> A programme which, together with experiential learning programme, affords a person an opportunity to gain work experience and also assist graduates in attaining accreditation upon completion of the programme.</p> <p><b>4.3 Graduate Intern</b> A person who has completed a qualification but requires workplace experience in order to enhance future employment opportunities.</p> <p><b>4.4 Student Intern</b> A person who is currently studying towards a higher education qualification and must undertake a period of work experience in order to fulfill the requirements.</p> <p><b>4.5 Learnership</b> A formal learning programme, which includes both structured work experience (practical) and instructional experience (theory). It provides a work-</p>

based route towards a qualification within the National Qualification Framework (NQF).

**4.6 Learner**

A person who is contracted to engage in a learnership programme with the Department. There are two types of learners (i.e. 18.1 and 18.2 learners – as per Skills Development Act of 1998).

- a) An 18.1 learner is a person who is employed but does not have a post-matric qualification or a person who is in possession of Relative Education Qualification Value (REQV 13) and wants to study towards a different qualification.
- b) An 18.2 learner is a person who is unemployed and does not have a qualification but wants to study for a post-matric qualification.

**4.7 Mentee**

A person who wants to learn from someone and seeks advice in order to grow personally or professionally.

**4.8 Mentor**

A person who is knowledgeable and skilled about the operations of a specific unit, has relevant qualifications and provides guidance to the mentee.

	<p><b>4.9 Apprentice</b></p> <p>A person who is learning a trade from a skilled employer, having agreed to work for a fixed period through an apprenticeship contract.</p> <p><b>4.10 Qualification</b></p> <p>A formal recognition of learning registered on the National Qualification Framework (NQF) in terms of the NQF Act.</p>
<b>5. Background</b>	<p>Emphasis on youth to receive the highest degree of attention and care in the form of education, employment and capacity building has been a main concern for the government of South Africa. This refers to youth developmental programmes which includes internships, learnerships and apprenticeships programmes.</p> <p>In order to strengthen management of the developmental programmes, Human Resource Development Directorate saw it fit to develop this SOP.</p>
<b>6. SOP Details</b>	<p><b>6.1</b> The implementation of the developmental programmes will be implemented based on the availability of budget.</p> <p><b>6.2</b> Advertisement of the developmental programmes will be approved by the Departmental Accounting Officer.</p>

<b>7. Roles and responsibilities</b>	<b>7.1 HEAD OF DEPARTMENT</b>  7.1.1 May approve or disapprove submissions on developmental programmes initiatives and activities.  <b>7.2 PROVINCIAL HUMAN RESOURCES DEVELOPMENT DIRECTORATE</b>  7.2.1 Conduct feasibility analysis for the implementation of the Developmental programmes.  7.2.2 Implement the Developmental programmes based on the available budget.  7.2.3 Request institutions to identify areas for opportunities available and the qualifications required.  7.2.4 Capacitate institutional mentors.  7.2.5 Coordinate the process of obtaining approval for the implementation of the developmental programmes.  7.2.6 Submit approval to Human Resource Management Services for advertisement.  7.2.7 Provide feedback to the District Training Coordinators.  7.2.8 Facilitate the signing of contracts for the developmental programmes.  7.2.9 Coordinate induction and orientation of approved candidates.
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7.2.10 Allocate candidates to District Training Coordinators and Provincial Directorates.

7.2.11 Coordinate signing of Performance Agreements between candidates and mentors.

7.2.12 Coordinate the submission of quarterly performance reviews.

7.2.13 Coordinate training for candidates where applicable.

7.2.14 Coordinate certification on completion of the programme.

**7.3. DISTRICT TRAINING COORDINATORS**

7.3.1 Consolidate and submit identified areas for opportunities available and the qualifications required to Provincial Human Resources Development.

7.3.2 Coordinate identification of mentors.

7.3.3 Participate during signing of contracts.

7.3.4 Coordinate induction and orientation of candidates.

7.3.5 Allocate candidates to Institutional Training Coordinators.

7.3.6 Monitor signing of Performance Agreements between candidates and mentors.

7.3.7 Receive quarterly performance assessment reports from institutions.

7.3.8 Submit quarterly performance assessment reports to Provincial Human Resource Development.

7.3.9 Coordinate logistics for training of candidates where applicable.

#### **7.4 INSTITUTIONAL TRAINING COORDINATORS**

7.4.1 Consolidate and submit areas for opportunities available and the qualifications required by the different sections to District training coordinators.

7.4.2 Avail learning resources.

7.4.3 Identify training programmes for mentors.

7.4.4 Conduct induction and orientation of candidates.

7.4.5 Hand over candidates to mentors.

7.4.6 Facilitate signing of Performance Agreements between candidates and mentors.

7.4.7 Receive quarterly performance assessment reports from sections.

7.4.8 Submit quarterly performance assessment reports to the District Training Coordinator.

7.4.9 Coordinate training for candidates where applicable.

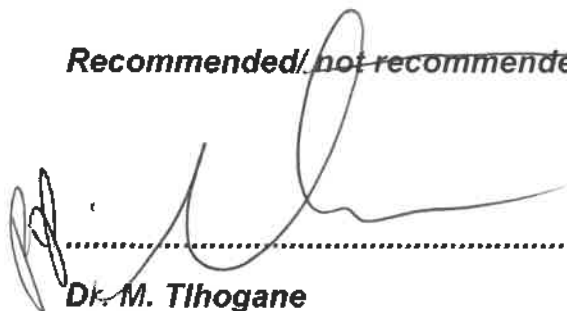
	<p><b>7.5 MENTORS</b></p> <p>7.5.1 Facilitate signing of Performance Agreements between candidates and mentors.</p> <p>7.5.2 Conduct quarterly performance assessments.</p> <p>7.5.3 Submit quarterly performance assessment reports to institutional Training Coordinators.</p> <p><b>7.6 SUPERVISOR/UNIT MANAGER</b></p> <p>7.6.1 Identify areas for opportunities available including the qualifications required and submit to the Institutional Training Coordinator.</p> <p>7.6.2 Ensure availability of resources.</p> <p>7.6.3 Ensure availability of mentors.</p>
<b>8. Monitoring and review</b>	<p>Monitoring and Evaluation of this SOP will be done by the Human Resource Development Directorate in collaboration with the District Training Coordinators and will ensure adherence to the SOP.</p> <p>When this SOP or any provision thereof is amended, the amended SOP or provisions thereof will supersede the previous one. This SOP will be reviewed every three years, unless otherwise indicated.</p>
<b>9. References</b>	<p>9.1 North West Department of Health Education, Training and Development Policy.</p> <p>9.2 Circular No: HRD 1 of 2018</p>

## Standard Operating Procedure on Developmental Programmes

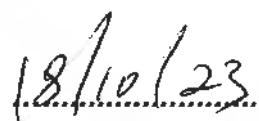
<b>10. Attachments</b>	10.1 Education, Training and Development Policy. 10.2 Circular No: HRD 1 of 2018
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### 11. APPROVAL:

*Recommended/ not recommended*

  
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**Dr. M. Tlhogane**

**Chief Director: Corporate Services**

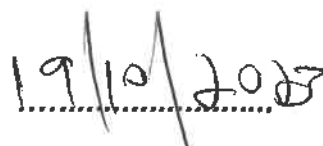
  
.....  
**Date**

*Approved/ not approved*

  
.....  
**Mr. O. E Mongale**

**Head of Department**

**North West Department of Health**

  
.....  
**Date**



**health**

Department of  
**Health**  
North West Province  
REPUBLIC OF SOUTH AFRICA



*A long and healthy life for all communities of the North West Province*

## **EDUCATION, TRAINING AND DEVELOPMENT POLICY**

**FEBRUARY 2021**

<b>Author</b>	HUMAN RESOURCE DEVELOPMENT
<b>Review date</b>	February 2024
<b>Description</b>	This document defines the Department's position on Education, Training and Development.
<b>Coverage</b>	It is applicable to all employees, prospective employees and unemployed youth and graduates in the North West Department of Health.
<b>Policy Number</b>	<b>HRD21/P01/R24</b>

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## **PART A**

### **1. Policy statement**

The Department has committed itself to providing healthy self-reliant communities in the North West Province. The achievement of this important vision depends heavily on the ability of its current human resources to tackle challenges brought about by a changing environment.

The Department therefore needs to invest in processes and mechanisms that will ensure that the required skills and competencies are achieved. These processes and mechanisms should be informed and guided by the provisions of the skills development legislation as well as the provincial and national mandates expressed through this policy.

### **2. Purpose**

The policy provides a framework within which Departmental institutions must create and implement structured needs-based education, training and development opportunities for its current and prospective employees.

### **3. Scope of application**

This policy shall be applicable to all the employees in the North West Department of Health, unemployed youth and graduates within the North West Province.

### **4. Legislative and related prescript mandate**

This policy is underpinned by the following legislative mandates, and all Education, Training and Development initiatives shall be done in accordance with other relevant legislation, amendments and collective agreements

- 4.1 National Health Act 61 of 2003
- 4.2 The Constitution of Republic of South Africa, Act 108 of 1996
- 4.3 The Public Service Act 103 of 1994 as amended
- 4.4 The Public Service Regulation

- 4.5 The Employment Equity Act 55 of 1998
- 4.6 The Skills Development Act 97 of 1998
- 4.7 The Skills Development Levies Act 9 of 1999
- 4.8 The National Qualification Framework Act 2008
- 4.9 The Labour Relations Act 66 of 1999
- 4.10 The Public Finance Management Act 1 of 1999
- 4.11 The White Paper on Public Service Training and Development
- 4.12 The National Human Resource Strategy
- 4.13 The National Skills Development Strategy III (2011-2016)
- 4.14 The Human Resource Development Strategy for the Public Service (Strategic Framework Vision 2015)
- 4.15 National Development Plan
- 4.16 Provincial Government Development Strategy
- 4.17 Nursing Act 33 of 2005
- 4.18 Higher Education Act 101 of 1997 as amended

## **5. Abbreviations**

**ATR** – Annual Training Report

**AET** – Adult Education and Training

**ETQA** – Education and Training Quality Assurance

**ETD** – Education, Training and Development

**ETDP** – Education, Training and Development Practices

**HRDS** – Human Resources Development Strategy

**HRD** – Human Resources Development

**HOD** – Head of the Department

**NQF** – National Qualifications Framework

**NSDS** – National Skills Development Strategy

**PGDS** - Provincial Growth and Development Strategy

**REQV** – Relative Education Qualification Value

**SDA** – Skills Development Act

**SAQA** – South African Qualifications Authority

**SDF** – Skills Development Facilitator

**SETA** – Sector Education and Training Authority

**S&T** – Subsistence and Travelling Allowances/Claims

**TVET** – Technical and Vocational Education and Training

**QCTO** – Quality Council on Trades and Occupations

**WSP** - Workplace Skills Plan

**POE** – Portfolio of Evidence

**PFMA** – Public Finance Management Act 1 of 1999

## **6. Definitions**

### **6.1 Bursaries**

Financial assistance offered by the Department to its current and prospective employees with a view to reducing the scarcity of requisite skills.

### **6.2 Contract**

A legitimate, written and signed agreement between the Department and the intern/learner /student/employee and training providers.

### **6.3 Department**

The Department refers to North West Department of Health.

### **6.4 Employee**

Any person employed by the Department in accordance with Public Service Act, 1994 as amended.

### **6.5 Internship**

A structured workplace experience programme that is agreed to between the intern and the supervisor or manager delegated this responsibility by the Department. The work experience provides exposure in a field relevant to the qualification(s) of an intern and relevant to the skills needs of the Department.

### **6.6 Intern**

An intern is a person who is contracted with the Department to engage in an internship programme. To qualify, a person must be either (a) studying towards, or have completed a diploma or degree, or (b) have participated in a recognised formal training programme at an institution of higher learning registered in terms of the Council for Higher Education and SAQA.

### **6.7 Graduate Intern**

Any person who has completed a qualification but was unemployed prior to appointment to the programme and needs workplace exposure to enhance his or her chances of future employment.

### **6.8 Student Intern**

A student who is currently studying towards a higher education qualification and must undertake a period of work experience in order to fulfil requirements of the qualification.

## **6.9 Learnership**

A formal learning programme, which includes both structured work experience (practical) and instructional experience (theory). It provides a work-based route towards a qualification within the NQF.

## **6.10 Learner**

A person who is contracted to engage in a learnership programme with the Department. There are two types of learners (i.e. 18.1 and 18.2 learners – as per SDA of 1998).

- a) An 18.1 learner is a person who is employed but has or does not have a post-matric qualification or a person who is in possession of REQV 13 (Relative Education Qualification Value) and wants to study towards a different qualification.
- b) An 18.2 learner is a person who is unemployed and does not have a qualification but wants to study for a post-matric qualification.

## **6.11 Mentee**

A person who wants to learn from someone and seeks advice in order to grow personally or professionally.

## **6.12 Mentor**

A person who is knowledgeable and skilled about the operations of a specific unit, has relevant qualifications and provides guidance to the mentee.

## **6.13 Skills Programme**

It is a training and education course designed to address a specific need in an organisation. It is made up of NQF unit standards and other building blocks of a qualification. It is not a qualification but a steppingstone to a qualification.

#### **6.14 Study leave**

Special leave accorded to employees wishing to further their studies in learning areas relevant to Departmental skills needs.

- a) Full-time study leave: when an employee goes on an uninterrupted leave for the approved period.
- b) Part-time study leave: when an employee is released in blocks/periodically.

#### **6.15 Training Committees**

Formed by selected groups of people from within Departmental institutions that help to develop and implement WSP for the Department.

The committee comprises recognised union representatives, employee and employer representatives.

#### **6.16 Training provider**

An organisation, institution or person contracted to provide training for the Department. The training should be accredited by the Department of Education or SAQA.

#### **6.17 Unemployed youth**

Persons who are within a legal employable age and are below 35 years of age but are unemployed.

#### **6.18 Student**

A person who is contracted to engage in an education and training programme in an accredited institution of higher learning.

## **7. Guiding principles**

- 7.1 Training should be in line with the NQF requirements as well as Human Resource Development Strategy.
- 7.2 Training must be needs driven, relevant and appropriate to Departmental priorities.
- 7.3 Training should enhance employee career development.
- 7.4 Training must support performance improvement that will add value to the services.
- 7.5 Training must be cost-effective.
- 7.6 There must be a return on investment following training.
- 7.7 Training opportunities should be provided in a non-discriminatory manner.
- 7.8 Training should be in accordance with the Departmental Policy.

## **8. Sources of funding**

The funding of Human Resources Development initiatives will be from any, but not limited to the following, sources:

- 8.1 Departmental Training Budget (1% Compensation of Employees' allocation)
- 8.2 SETAs' Discretionary Grants
- 8.3 Donor funds
- 8.4 Self-funding
- 8.5 Bursaries/Scholarships
- 8.6 Conditional Grants

## **9. Stakeholders**

The list of stakeholders includes but is not limited to the following:

- 9.1 Office of the Premier
- 9.2 Member of the Executive Council (MEC) for Health
- 9.3 Head of Department
- 9.4 Skills Development Facilitator
- 9.5 Managers and Supervisors
- 9.6 Human Resource Development unit
- 9.7 District Training Committees

- 9.8 Sub-District and Hospital Training Committees
- 9.9 Provincial Training Committee
- 9.10 Training Coordinators and Officers
- 9.11 Individual Employees
- 9.12 Training providers
- 9.13 Institutions of Higher Learning
- 9.14 Sector Education and Training Authorities
- 9.15 Provincial Skills Development Forum
- 9.16 Organised labour

## **PART B**

### **10. Roles and Responsibilities**

#### **10.1 Head of Department/Accounting Officer**

- 10.1.1 May approve or disapprove submissions on Training and Development initiatives and activities.
- 10.1.2 Ensures compliance to skills development legislations, Provincial as well as National Mandates.
- 10.1.3 Enforces compliance and implementation of the ETD policy.
- 10.1.4 Appoints Provincial Training Committee

#### **10.2 Supervisors**

- 10.2.1 Monitor progress of their supervisees.
- 10.2.2 Set up development programmes for their teams in their respective institutions.
- 10.2.3 Identify personnel and institutional training needs.
- 10.2.4 Participate in the formulation of training and development strategies.
- 10.2.5 Participate in the coaching and mentoring of their personnel.
- 10.2.6 Keep records of all training undergone by their supervisees.
- 10.2.7 Provide in-service training where appropriate.

**10.3 Human Resources Development Directorate**

- 10.3.1 Ensures compliance with the Skills Development legislation and policies.
- 10.3.2 Advises and assists with skills audit, needs analysis, strategy formulation and policy development.
- 10.3.3 Recruits and manages potential bursary beneficiaries in accordance with Departmental needs with other stakeholders.
- 10.3.4 Forges partnerships with other Departments, Provinces & Training institutions.
- 10.3.5 Develops and maintains database of accredited training providers and training records.
- 10.3.6 Monitors and evaluates training programmes.
- 10.3.7 Manages the Departmental training budget.
- 10.3.8 Compiles and develops WSP/ATR of the Department.
- 10.3.9 Liaises with appropriate stakeholders.
- 10.3.10 Coordinates Training and Development activities
- 10.3.11 Conducts impact assessment

**10.4 Provincial/District Training Committee**

- 10.4.1 Identify training needs specific to their Districts/ Directorates or Chief Directorates.
- 10.4.2 Consolidate the WSP and ensure the implementation thereof.
- 10.4.3 Consolidate and report training activities on a monthly, quarterly and annual basis.
- 10.4.4 Identify constraints and recommend solutions related to training.
- 10.4.5 Manage training budget.
- 10.4.6 Report to provincial Human Resources Development Directorate on issues related to training.

**10.5 Sub-District and Hospital Training Committees**

- 10.5.1 Develop WSP and ensure the implementation thereof.
- 10.5.2 Consolidate and prioritise training needs specific to their institutions.
- 10.5.3 Identify trainees within their institution.

- 10.5.4 Record and report training activities on monthly, quarterly and annual basis to the District Human Resources Development office.
- 10.5.5 Identify constraints and recommend solutions related to training.
- 10.5.6 Manage training budget.
- 10.5.7 Report to the District on issues related to training and development.
  
- 10.6 Provincial Training Forum**
  - 10.6.1 Identify constraints and recommend solutions related to training.
  - 10.6.2 Report to HRD Directorate on issues related to training.
  
- 10.7 Training Coordinators and Officers**
  - 10.7.1 Facilitate the compilation of the WSP.
  - 10.7.2 Convene Institutional Training Committee meetings.
  - 10.7.3 Guide and advice managers and the training committee on skills training and development.
  - 10.7.4 Liaise with provincial Human Resources Development Directorate on skills development matters.
  - 10.7.5 Coordinate and conduct in-service training.
  - 10.7.6 Report progress on the implementation of WSP to the next level.
  
- 10.8. Individual employee**
  - 10.8.1 Take the responsibility and initiative for their training and development.
  - 10.8.2 Take full advantage of the training and development opportunities available to them.
  - 10.8.3 Apply the knowledge and skills they have acquired to improve service delivery.
  - 10.8.4 Submit POEs following training (to justify cost incurred).
  - 10.8.5 Take the responsibility to report progress at his or her institution yearly.
  
- 10.9 Private Training Providers**
  - 10.9.1 Conduct training for the duration of the agreement.
  - 10.9.2 Deliver quality training interventions that are described in the WSP.

- 10.9.3 Customise training programmes to ensure that they are relevant to the public service and address identified needs.
- 10.9.4 Provide learners with teaching aids and relevant learner manuals.
- 10.9.5 Keep an attendance register for learners attending the programme.
- 10.9.6 Induct coaches and mentors appointed by the Department to monitor learners during practical sessions in the Department.
- 10.9.7 Conduct both classroom and workplace assessments of learners.
- 10.9.8 Supply the Department with progress reports.
- 10.9.9 Arrange graduation ceremony for all successful learners.
- 10.10 Sector Education and Training Authorities**
- 10.10.1 Ensure accreditation of service providers.
- 10.10.2 Monitor implementation of the Skills Development Act.
- 10.10.3 Provide guidance and support to SDFs, Training Coordinators/Officers.
- 10.10.4 Build the capacity of SDFs/Training Coordinators/Officers through publications, communication and workshops.
- 10.10.5 Contract and fund projects aimed at improving skills development in the Department.
- 10.10.6 Develop a sector skills plan within the framework of the National Skills Development Strategy.
- 10.10.7 Develop Education and Training Strategies.
- 10.10.8 Promote learning programmes.
- 10.10.9 Liaise with the QCTO regarding occupational qualifications.
- 10.10.10 Perform any functions delegated to it by the QCTO.
- 10.11 Provincial Skills Development Forum**
- 10.11.1 Ensure planning and implementation of skills development programmes and projects within the Department.
- 10.11.2 Responsible for monitoring and evaluation of skills development Programmes and projects.

**10.12 Organised Labour**

- 10.12.1 Form part of training committee.
- 10.12.2 Assist in policy development and reviews.
- 10.12.3 Observe fairness on implementation of Education, Training and Development policies.
- 10.12.4 Observe proper utilisation of budget.
- 10.12.5 Provide continuous feedback to its members on issues relating to Human Resources Development.

**10.13 Skills Development Facilitator**

- 10.13.1 Assist the employer and employees to develop a WSP which complies with the requirements of SETAs.
- 10.13.2 Submit the WSP/ATR to the relevant SETAs.
- 10.13.3 Advise the employer on the implementation of the WSP.
- 10.13.4 Assist the employer to draft an ATR on the implementation of the WSP.
- 10.13.5 Advise the employer on the quality assurance requirements as set by the SETAs.
- 10.13.6 Act as a contact person between the employer and the SETAs.
- 10.13.7 Serve as a resource about all aspects of skills development.
- 10.13.8 Communicate SETAs' initiatives, grants and benefits to the employer.
- 10.13.9 Facilitate the development of an employer's skills development strategy.
- 10.13.10 Serve as an expert resource for accrediting the employer as a training provider.
- 10.13.11 Responsible for the implementation of appropriate internship, learnerships and skills programmes.
- 10.13.12 Advise the employer on the National Skill Development Strategy.
- 10.13.13 Assess the skills development needs of the organisation.

## **PART C**

### **11. Study Leave**

#### **11.1 Study Leave on full time basis:**

- 11.1.1 Study leave on a full-time basis will be awarded to eligible employees wishing to further their studies in any of the learning institutions.
- 11.1.2 The employee shall have been in the employ of the Department for a continuous period of three years.
- 11.1.3 The Department shall support all full-time approved learners/students with prescribed learning material as a once-off for the duration of the studies.
- 11.1.4 Employees on study leave must not register for more than one programme at the same time.
- 11.1.5 The study leave shall be awarded for the duration of the training programme provided there is compliance with the academic rules of the institution.
- 11.1.6 Any request for study leave exceeding the prescribed duration of training Programme plus additional one year may be granted at the discretion of the HOD/Accounting Officer.
- 11.1.7 In the event the employee is granted study leave in a field other than where they are currently working; they will not forfeit any benefits applicable to their former post until appointed in the new post.
- 11.1.8 Employees on full time study leave are not expected to perform any duties of their substantive positions.
- 11.1.9 On successful completion of the programme, the beneficiary to serve the Department for  
a continuous period of one year for each individual year of study.
- 11.1.10 In the event that the employee does not use their study leave then shall forfeit the privilege.
- 11.1.11 The study leave cannot be deferred unless otherwise determined by the Training committees based on the merit of each case.
- 11.1.12 Employees who are granted full time study leave shall not be allowed to moonlight or perform any remunerative duties.

11.1.13 Study leave recipients shall not qualify for S&T refunds.

**11.2 Study Abroad**

11.2.1 Studying abroad may be initiated by an employee or the Department and if it is the Department's initiative then the Department shall bear all costs.

11.2.2 If it is an individual employee's initiative, they must make all the necessary arrangements regarding, tuition registration fees; travel costs and accommodation.

11.2.3 Approval to study abroad must be obtained from the HOD/Accounting Officer.

11.2.4 Study leave recipients shall not qualify for S&T refunds

**11.3 Exchange Programmes**

11.3.1 The Department may organise exchange programmes for its employees, Nationally and internationally.

11.3.2 The exchange programmes will be the responsibility of the Department.

**11.4 Sabbatical Leave**

11.1.1 All sabbatical applications will be considered for recommendation by the Provincial Training Committee.

**11.5 Study Leave on part time basis**

11.5.1 Part-time students will be allowed a maximum of twenty-four (24) working days within an academic year for attendance of classes and examinations in accordance with the employee's performance development plan.

11.5.2 Employees on probation will only qualify at the end of the probation period.

**11.5.3 For the purpose of attending classes during working hours:**

11.5.3.1 Employee must have registered for accredited course of study with a registered and accredited academic Institution.

- 11.5.3.2 The field of study must relate to the employee's scope of work and or be in accordance with their performance development plan.
- 11.5.3.3 A maximum of five working days' special leave per quarter or trimester shall be granted for the purpose of attendance of mandatory classes/study schools/working groups during working hours and/or to release an employee earlier from work to attend the same after hours.
- 11.5.3.4 Study leave recipients shall not qualify for S&T refunds.
- 11.5.4 **For the purpose of examination/ test an employee must be:**
  - 11.5.4.1 Registered for accredited course of study with a registered and accredited academic institution.
  - 11.5.4.2 The field of study must relate to the employee's scope of work and or be in accordance with their performance development plan.
  - 11.5.4.3 An employee may be granted two (2) working days special leave for the writing of exams and semester test; one (1) working day will be for preparation and one (1) day for the writing of the semester exam/ test paper.
  - 11.5.4.4 Where an employee must write two examinations on the same day or two consecutive days the employee may be granted one (1) additional working day and one (1) day for the writing of the semester exam/paper.
  - 11.5.4.5 An employee must apply in advance and must include a copy of the official exam/ test roster of the academic institution where the employee is registered.
  - 11.5.4.6 An employee must submit within one month from the release of the examination/test result by the academic institution, proof of the exam test or result to the employer.
  - 11.5.4.7 Leave for examination/semester test will not be granted in the event where an employee must write a supplementary paper and or rewrite a failed subject examination or test unless it is the direct result of a bereavement and or illness/accident the employee experienced in the preparation period and or during the writing of the exams or semester test. For this

purpose the employee must submit reasonable proof to support such event.

## **PART D**

### **12. Career Development**

#### **12.1 Short Courses & Skills Programme**

The Department shall ensure that:

- 12.1.1 Every employee in the establishment undergoes some form of training and development within a specific period based on their Performance Development plan.
- 12.1.2 Training takes place in accordance with the workplace skills plan.
- 12.1.3 Human Resources Development Directorate conducts training needs analysis on regular basis.
- 12.1.4 Funds are available for the short course training intervention.
- 12.1.5 Supervisors provide adequate training and development for their supervisees.
- 12.1.6 There is a database for the accredited service providers for training.
- 12.1.7 Training provided is based on the SAQA provisions.

#### **12.2 Workshops, Seminars and Symposiums**

- 12.2.1 Workshops/conferences/symposiums must be planned in accordance with the employee workplan and should be work related.
- 12.2.2 In the event the local workshop/conference/symposium is not work related the application must be accompanied by a motivation from the supervisor.
- 12.2.3 Applications for all international workshops/conferences/symposiums must be accompanied by a motivation from the supervisor and approval from the HOD.

#### **12.3 Obligations**

- 12.3.1 The applicant shall be required to fill the contract form before attending a short course.

- 12.3.2 In the event of failure to fulfil contractual obligations and/or termination of service, the employee shall be obliged to refund the Department in full with interest for all payments under the contract.

## **PART E**

### **13. Bursaries**

The Department may grant bursaries for higher education to both serving and prospective employees who wish to pursue their studies at recognised local and/or international institutions. The field of study shall be in line with the Departmental needs. Preference may be given to the learning fields that are critical and scarce in the Department.

An employee who has previously benefited from the bursary scheme of the Department shall only be considered for re-application after having served for the duration equivalent to their previous study period.

#### **13.1 Bursary Holder's Obligations**

- 13.1.1 All bursary beneficiaries must enter into contract with the Department before the release of a bursary.
- 13.1.2 A bursary beneficiary who undertakes to study full time shall redeem the bursary by serving the Department one year for each year of study.
- 13.1.3 A bursary beneficiary who undertakes to study part-time shall redeem the bursary by serving the Department for at least one year after the attainment of the qualification.
- 13.1.4 A bursary beneficiary who fails to complete the registered qualification for whatever reason or leaves the public service before completion shall refund the bursary amount plus interest. Interest will be charged at the rate as determined by the Minister of Finance in terms of Section 8 (1) (b) of the PFMA 1 of 1999.
- 13.1.5 Bursary applications for nursing students shall be managed at the college.

**13.2 Payment of Bursary**

13.2.1 The Department shall deposit the bursary amount into the bank account of the institution where the bursary holder is registered.

13.2.2 The bursary holder must provide the Human Resources Development Directorate with proof of admission before payment can be made.

**13.3 Suspension of Bursary**

13.3.1 A bursary holder shall be obliged to furnish the Department with their academic progress results, which shall be reviewed annually.

13.4.2 If no proof of satisfactory progress is submitted, the bursary shall be withdrawn.

13.3.3 If the bursary holder changes their study field without prior approval of the Department, the bursary shall be withdrawn and all the money will be recovered.

**Take over**

13.4.1 In the event the employee is transferred within the public service before completion of his/her studies, the Department shall discontinue its bursary obligations and shall recover the incurred costs.

13.4.2 Study assistance take-over by another state Department/institution may be considered but only if the learning field is relevant/critical and scarce for the Department.

## **PART F**

### **14. Internships**

#### **14.1 Responsibilities of the Department**

##### **The Department shall:**

- 14.1.1 Treat an intern like any other employee in compliance with relevant legislation.
- 14.1.2 Have the right to require the intern to perform duties in terms of the provision of the agreement.
- 14.1.3 Have the right to require the intern to comply with the rules and regulations of the Department.
- 14.1.4 Provide the intern with appropriate work-based experience.
- 14.1.5 Provide the intern who is registered with a higher education institution with the necessary work experience that will enable them to acquire their qualification.
- 14.1.6 Prepare an orientation/induction course to introduce the intern to the workplace environment.
- 14.1.7 Provide an intern with written confirmation upon completion of the Programme.
- 14.1.8 Ensure that the intern is exposed to the work experience opportunities that are available in the Department.
- 14.1.9 Provide a mentor-mentee agreement document.
- 14.1.10 Provide resources as may be required to fulfil the intern's obligations.

#### **14.2 Responsibilities of the Intern**

##### **The Intern shall:**

- 14.2.1 Be available for and participate in all learning and work experiences as may be required by the Department.
- 14.2.2 Take full advantage of the training and development opportunities available to them.
- 14.2.3 Comply with the procedures and the policies of the Department.

### **14.3 Responsibilities of the Mentor**

#### **The Mentor shall:**

- 14.3.1 Provide orientation for the interns on arrival.
- 14.3.2 Facilitate the development of a work plan with the intern.
- 14.3.3 Ensure capacity building of interns in the form of structured on-the-job training and other means within available resources.
- 14.3.4 Maintain a personal file of the intern in accordance with normal organisational practices.
- 14.3.5 Assess the intern and submit the report to the Training Unit and the educational institution at the end of the programme.
- 14.3.6 Meet with the intern and discuss their experience of the Internship programme

### **14.4 Responsibilities of Higher Learning Institutions**

#### **The following are responsibilities of Institutions of Higher Learning:**

- 14.4.1 Where the intern is completing work experience for the fulfilment of an accredited programme, the institution will be provided with timeous feedback following agreement between the Department and the institution.
- 14.4.2 The intern must bring along a request to perform internship from their Institution of learning stating all the relevant information including but not limited to learning programme and period of internship.
- 14.4.3 The institution must provide the Department with a reference letter indicating names of interns to be placed in the programme.

### **14.5 Recruitment and Appointment of Interns**

- 14.5.1 The Department shall in line with the recruitment and appointment policy, place advertisements in the local newspapers.
- 14.5.2 The Department shall give preference to unemployed and disadvantaged youth between the ages of eighteen to thirty-five who reside in the Province.

- 14.5.3 All interns shall be recruited through the provincial Human Resources Development Directorate.
- 14.6 Remuneration of Interns**
- 14.6.1 The intern shall receive a monthly stipend as guided by the sectoral determination on Interns.
- 14.7 Duration of the Programme**
- 14.7.1 The unemployed graduate intern shall enter into a twenty-four (24) months' contract with the Department.
- 14.7.2 The student shall enter into an eighteen (18) months' contract with the Department.
- 14.7.4 In cases of maternity leave, the contract shall be extended by the period taken for maternity leave.
- 14.8 Termination of the Contract**
- 14.8.1 The contract terminates when the duration of the programme lapses, or when the intern is deceased or when the intern has secured employment elsewhere.
- 14.8.2 The contract terminates if the intern is fairly dismissed by the Department.
- 14.8.3 The contract terminates if both the intern and the Department agree.
- 14.8.4 The contract terminates if the higher education institution approves a written application to terminate the agreement.
- 14.8.5 The Department is under no obligation after the completion of the internship to employ or consider the intern for any position in its establishment.
- 14.9 Protection of confidential information**
- 14.9.1 The intern shall undertake not to communicate any information that may be detrimental to the Department while serving or after the term of service.
- 14.9.2 An agreement form to this effect shall be completed by the intern.

## **PART G**

### **15. LEARNERSHIPS**

#### **15.1 The Department shall:**

- 15.1.1 Respond to the advertised learnerships by SETAs and provide an implementation plan.
- 15.1.2 Identify the institutions for practical sessions.
- 15.1.3 Ensure that both the contract of employment and the learnership agreement are signed by all parties.
- 11.1.4 Ensure workplace readiness prior to commencement of Learnerships.
- 15.1.5 Recruit learners to participate in the programme.
- 15.1.6 In the case of 18.2 learners, the Department shall employ the learner for the duration of the learnership.
- 15.1.7 Identify possible coaches who will guide learners on Departmental Premises.
- 15.1.8 Compile a report and submit it to the SETAs.

#### **15.2 The Learner shall:**

- 15.2.1 Complete a learnership agreement and employment contract provided by the employer.
- 15.2.2 Attend the specified education and training.
- 15.2.3 Attend theoretical learning in the classroom and practical learning in the workplace.
- 15.2.4 Ensure readiness for assessment as agreed with the assessor.
- 15.2.5 Ensure that they complete the programme.

#### **15.3 The Mentor shall :**

- 15.3.1 Ensure that learners perform duties which are related to their Learnership programme.
- 15.3.2 Complete a learner performance report according to the requirements of the learnership.

- 15.4 The Training Provider shall:**
- 15.4.1 Be accredited by the relevant SETA for a specific qualification.
  - 15.4.2 Comply with the terms and conditions as set out in the service level agreement and learnership agreement.
  - 15.4.3 Provide mentors with guidance on the practical part of the Learnership.
- 15.5 Terms and Conditions of employment**
- 15.5.1 A learner shall be treated like any other employee as per applicable legislation.
  - 15.5.2 Learners must abide by the public service code of conduct and Regulations.
  - 15.5.3 Remuneration shall be provided in the form of a stipend calculated at a rate determined by the SETAs.
  - 15.5.4 Learners will qualify for one day's annual leave for every calendar month worked as stipulated in the leave policy.
  - 15.5.5 Learners will be allowed to attend workshops and conferences relevant to their areas of studies.
- 15.6 Recruitment and appointment of Learners**
- 15.6.1 Depending on the target, the learnership shall be advertised in local Newspapers.
  - 15.6.2 For learners of the 18.1 categories, preference shall be given to employees already serving in a Directorate relevant to a learnership.
  - 15.6.3 For the 18.2 categories preference shall be given to unemployed youth from disadvantaged backgrounds in North West Province.
- 15.7 Termination of Contract**
- 15.7.1 The contract terminates when the duration of the programme lapses or when the learner is deceased. The contract terminates if the learner is fairly dismissed by the Department/or when the learner resigns as a result of obtaining/securing employment elsewhere before the contract lapses.

- 15.7.2 The Department is under no obligation after the completion of the learnership to employ or consider the learner for any position in its establishment.
- 15.7.3 The contract terminates if both the learner and the Department agree.
- 15.8 Protection of Confidential information**
- 15.8.1 The learner shall undertake not to communicate any information that may be detrimental to the Department while in a learnership or after the termination of the contract.
- An agreement form to this effect shall be completed by the learner.

## **PART H**

### **16. Adult Education and Training (AET)**

#### **16.1 Admission at AET Centres**

- 16.1.1 Any person who is in the employ of the Department and has a qualification below NQF level four shall be allowed to enrol at levels one, two, three and four.
- 16.1.2 No tuition fee or any other fee will be charged from prospective learners.

#### **16.2 Roles and responsibilities**

The successful implementation of this programme is a collective effort of various stakeholders. The following are roles and responsibilities of identified role players in this programme:

#### **16.3 Human Resources Development Directorate**

- 16.3.1 Apply to the Department of Education to establish AET centres in areas where it has institutions.
- 16.3.2 Take necessary measures to ensure that AET centres are registered with the Department of Education.
- 16.3.3 Recruit AET educators in line with the recruitment policy of the Department.

- 16.3.4 Manage contracts of AET educators.
- 16.3.5 Liaise with the Department of Education on any matters relating to in-service training of AET Educators.
- 16.3.6 Procure learning material and stationery for AET centres.
- 16.4 AET Educators**
- 16.4.1 Conduct training as per prescribed hours and days by the Department.
- 16.4.2 Assess the learners as prescribed by the Department of Education.
- 16.4.3 Avail themselves for all training relevant to their field.
- 16.2.4 Submit monthly and quarterly reports to the HRD Directorate on learner performance.

**16.5 Training Coordinators/Officers**

- 16.5.1 Act as Centre Managers, where training is conducted.
- 16.5.2 Ensure that learning material is always available at the Centres.
- 16.5.3 Consolidate monthly reports for the Centre.
- 16.5.4 Monitor performance of the Centre.

**16.6 Other managers and supervisors**

- 16.6.1 Allow employees who are on the AET programme to attend classes for at least two hours daily four times a week.
- 16.6.2 Engage with AET learners on their performance and advice accordingly.
- 16.6.3 Monitor attendance of classes by learners.

**16.7 Department of Education**

- 16.7.1 Advise the Department on the function of the AET programme.
- 16.7.2 Monitor and support the Department on implementation of the programme.
- 16.7.3 Assessment and Moderation of examination for AET learners.
- 16.7.4 Assist in the registration of AET Centres.
- 16.7.5 Train AET Educators on new developments in curricula.
- 16.7.6 Participate in the recruitment of AET Educators.

## **PART I**

### **17. Monitoring, review and amendment of the policy**

#### **17.1 Monitoring and Evaluation**

Monitoring and Evaluation will be done by the HRD Directorate in collaboration with the Departmental Training Committee and will ensure adherence to these provisions and report on specific cases as and when the need arises.

#### **17.2 Amendment and review of the policy**

When this policy or any provision thereof is amended, the amended policy or provisions thereof will supersede the previous one. This policy will be reviewed every three years, unless otherwise indicated.


### **18. Policy approval:**

#### **Recommended by:**

  
.....  
**Dr. M. Tihogane**  
**Chief Director: Corporate Services**

02/02/2021  
.....  
**Date**

#### **Approved:**

  
.....  
**Ms. J. Hunter**  
**Administrator and Accounting Officer**

4/3/2021  
.....  
**Date**

  
.....  
**HON. MEC. Mr M. Sambatha: NWDoH**

25/5/2021  
.....  
**Date**



**the dpsa**

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**Circular No.: HRD 1 of 2018**

**TO: ALL HEADS OF DEPARTMENTS AND PROVINCIAL ADMINISTRATIONS**

**RE: IMPLEMENTATION OF THE REVISED DIRECTIVE ON DEVELOPMENTAL PROGRAMMES IN THE PUBLIC SERVICE.**

### **1. INTRODUCTION**

- 1.1. This Circular deals with the Directive on the employment of persons into Developmental Programmes in the public service.
- 1.2. This Directive replaces the Determination on Internship Programmes in the Public Service issued in 2009.
- 1.3. The revision of the 2009 Determination was effected to align the implementation of internship programmes with, and to respond to the latest policies and broader developmental agenda of government including the National Development Plan, the Youth Employment Accord (2013), National Skills Development Strategies (NSDS) and youth development strategies, amongst others.

### **2. SCOPE OF APPLICABILITY**

- 2.1. This Directive is applicable to all persons employed into Developmental Programmes in the public service at all national and provincial departments as contemplated in Section 2 of the Public Service Act No. 104 of 1994 as amended.
- 2.2. For the purposes of this Directive and in line with the Regulation 58 of the PSR (2016), the Developmental Programmes shall refer to internship, learnership, apprenticeship, graduate recruitment scheme, cadets, structured youth programmes and related programmes.

### **3. AUTHORISATION**

This Circular is issued by the Minister for Public Service and Administration in terms of Section 3(2) of the Public Service Act, 1994, as amended, read in conjunction with Regulations 57(2)(d), 58, 74(2), 75(a) and (b) and 26(2) (e) and (f) of the Public Service Regulations (2016).

**4. COMMENCEMENT DATE**

01 April 2018

**5. THE IMPLEMENTATION OF THE DETERMINATION AND DIRECTIVE**

5.1. Essentially, the strategic goals of this Determination and Directive and therefore the approach which the implementation must take, are:

- i) Primarily, to ensure that the supply of skills in each department is more directly managed so as to enable the public service to maintain a sufficient and capable skills base. To do this, each department must undertake initiatives and agreements that facilitate a continuous availability of talent to undertake the responsibilities of the respective departments. Each department must develop both internal and external labour market environments for the flow of skilled employees to fill critical positions; and
- ii) Secondly, to ensure that the public service programmes respond to the broader economic growth and developmental agenda of government. To do this, each department must provide opportunities for the youth to gain practical experience in the workplace and enhance their productivity potential through the implementation of developmental programmes within the department.

5.2. The implementation of the Developmental Programmes should be seen as an extension to the internal skills development initiatives, integrating HRD and HR Planning processes of the department. It must be linked to building capacity for technical and specialist professions addressing scarce and critical skills essential to the departmental, sectoral and/or occupational priorities.

**6. Funding**

6.1. Departments shall plan and fund the implementation of the Determination and Directive from their baseline budgets of voted funds. Where applicable, the departments can source the funding from the relevant Sector Education and Training Authorities (SETAs).

6.2. Payment of stipend allowances shall be determined according to the approved Remuneration Schedule for person of Developmental Programmes. The stipend allowance shall be paid monthly and shall not be less than the amount determined in accordance with the said remuneration schedule.

**7. Administrative Procedures**

7.1. All appointments of persons into Developmental Programmes must be made using the appropriate code on the Persal System. A Persal Circular with details on the specific codes and procedure will be forwarded to all departments in due course.

7.2. Persons being paid by SETAs and other third parties must be recorded and included in a manual report to be submitted to the DPSA during the third quarter of each financial year using the Annual Reporting

Tool created for this purpose found on the DPSA website. following the link:  
[http://www.dpsa.gov.za/dpsa2g/hrd\\_documents.asp](http://www.dpsa.gov.za/dpsa2g/hrd_documents.asp)

- 7.3. Departments shall identify, train and appoint mentors and/ or coaches to support the development of persons on Developmental Programmes. Persons on Developmental Programmes shall be entitled to induction and skills development as is applicable to other employees. Induction and skills development shall be done in collaboration with the National School of Government and other appropriate recognised training bodies, authorities and providers.

**8. Implementation Targets**

Each department must implement the Developmental Programmes as informed by its human resource management planning and development. The annual targets for each department shall be informed by the Medium Term Strategic Framework (MTSF) of the Cabinet at national level and which shall be communicated by the DPSA at the beginning of each financial year.

**9. Compliance**

- 9.1. This Circular and the Determination are issued in terms of Section 16 A of the Public Service Act and as such an Executive Authority shall immediately take appropriate disciplinary steps against a Head of Department who does not comply with the provisions of this Circular and the Determination and report to the Minister for Public Service and Administration the particulars of the disciplinary steps taken.

- 9.2. A Head of Department shall:

- 9.2.1. immediately take appropriate disciplinary steps against an employee of the department who does not comply with the provisions of this Circular;
- 9.2.2. immediately report to the Director General: Department of Public Service and Administration the particulars of such non-compliance; and
- 9.2.3. as soon as possible report to the Director General: Department of Public Service and Administration the particulars of the disciplinary steps taken.

Kind Regards



**Ms Thuli Radebe**

**Acting Director-General**

**Date:** 22-5-2018



**DIRECTIVE ON THE EMPLOYMENT OF PERSONS TO DEVELOPMENTAL PROGRAMMES IN THE  
PUBLIC SERVICE:**

**INTERNSHIP, LEARNERSHIP, APPRENTICESHIP, GRADUATES RECRUITMENT SCHEMES AND  
RELATED PROGRAMMES**

**ISSUED BY THE MINISTER FOR THE PUBLIC SERVICE AND ADMINISTRATION**

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## 1. Purpose of the Directive

- 1.1. The purpose of this Directive is to elucidate regulations 58, 74(2), 75 and 26(2)(e) of the Public Service Regulation, 2016 (the Regulations).

## 2. Definitions

- 2.1. In this Directive, unless the context otherwise indicates, any word or expression to which a meaning has been assigned in the Public Service Act, 1994<sup>1</sup>, Skills Development Act, 1998 as amended and any Regulations made in terms thereof, bears that meaning.
- 2.2. For the purposes of this Directive developmental programmes shall mean internship, learnership, apprenticeship programmes, graduates recruitment schemes and related programme as contemplated in regulation 58 of the Regulations.
- 2.3. This Directive recognizes the following forms of developmental programmes:
  - 2.3.1. **Internship programmes:** shall mean a programme which, together with (an) experiential learning programme, affords a person an opportunity to gain work experience and also assist graduates in attaining accreditation upon completion of the programme. It is a workplace or practical component that is required in addition to a general theoretical knowledge based qualification (offered by an institutional provider) in order to obtain registration as a professional or (be) licensed to practice. This Directive recognizes the following forms of internship programmes:
    - i) **Graduate internship:** shall mean a programme offered to a person who has completed a qualification and is unemployed but requires workplace experience in order to enhance future employment opportunities.
    - ii) **Pre-service training (Student Internship<sup>2</sup> or Work Integrated Learning - WIL):** shall mean a programme offered to a person who is currently studying

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<sup>1</sup> Public Service Act (1994) as amended

<sup>2</sup> European Youth Forum(2011) Interns Revealed -A survey on internship quality in Europe:  
[http://www.ilo.org/wcmsp5/groups/public/---europe/---ro-geneva/---ilo-brussels/documents/genericdocument/wcms\\_175791.pdf](http://www.ilo.org/wcmsp5/groups/public/---europe/---ro-geneva/---ilo-brussels/documents/genericdocument/wcms_175791.pdf)

towards a higher education qualification and must undertake a period of work experience in order to fulfil the requirements of the qualification.

- iii) **Candidacy Development Support Programmes:** shall mean an internship linked to structured professional development that is a requirement for professional registration with Professional Bodies or Councils.

2.3.2. **Learnership Programme:** shall mean a structured learning programme that combines theoretical learning with practical work experience which leads to a qualification registered on the NQF. The theoretical and knowledge component of the learnership shall be one delivered by an accredited training provider, and the workplace experience gained during employment with the department. A Learnership Agreement must be signed by the learner, department and training provider and is binding for the duration of the learnership.

- i) **Learner** shall mean a person who is employed in the public service in terms of a learnership agreement, or unemployed youth who is eligible for a learnership.

2.3.3. **Apprenticeship programme:** shall mean a learning programme in respect of an officially listed trade on the National Qualifications Framework (NQF) and it must include a trade-test in respect of that trade.

- i) **Artisan** shall mean a person that has been certified as competent to perform a listed trade in accordance with the Skills Development Act of 1998 as amended.

2.4. **Graduate Recruitment Scheme:** A programme to recruit and train graduates for specific roles or a programme to recruit and train graduates through a broader development programme with assignment to specific roles on completion. A graduate development programme may form part of a graduate recruitment scheme where developmental interventions are implemented early in skills pipeline to improve interest, enrolments and graduates throughputs in identified fields of study.

2.5. **Structured Youth Development Programme (Side Internship<sup>3</sup>):** shall mean a developmental programme approved by the Executive Authority intended for young persons who have completed school-leaving certificate level (Grade 9 - Grade 12), seeking to be exposed to a workplace and be equipped with the skills, attitudes, competencies and values needed to successfully carve a career in the public service or elsewhere in the economy.

2.6. **Qualification** shall mean a formal recognition of learning registered on the National Qualifications Framework (NQF) in terms of the NQF Act of 2008<sup>4</sup>.

### 3. Scope

3.1 Subject to section 2(2A) of the Public Service Act, this Directive applies to all national and provincial departments and government components.

### 4. Authorisation

4.1. This Directive is issued by the Minister for the Public Service and Administration in terms of section 41(3) of the Public Service Act, 1994<sup>5</sup> to elucidate:

4.1.1. Public Service Regulations (2016)<sup>6</sup>: -

- i) Regulation 58 - Developmental programmes *"An executive authority may appoint persons who are part of a developmental programme, including but not limited to, internship, learnership and apprenticeship programmes on such terms and conditions that shall be determined by the Minister.*
- ii) Regulation 74(2) *A head of department shall ensure that sufficient budgeted funds available for the training and development of employees and shall provide training and development opportunities for employees in his or her department.*
- iii) Regulation 75 the Minister may issue directives regarding-

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3 European Youth Forum(2011) Interns Revealed -A survey on internship quality in Europe:  
[http://www.ilo.org/wcmsp5/groups/public/---europe/---ro-geneva/---ilo-brussels/documents/genericdocument/wcms\\_175791.pdf](http://www.ilo.org/wcmsp5/groups/public/---europe/---ro-geneva/---ilo-brussels/documents/genericdocument/wcms_175791.pdf)

<sup>4</sup> National Qualifications Framework Act of 2008 as amended

<sup>5</sup> Public Service Act (1994) as amended

<sup>6</sup> Public Service Regulations (2016)

- (a) the training of employees or categories of employees in the public service,
  - (b) the utilisation of training budgets; and
- iv) Regulation 26(2)(e) *When preparing a human resource plan for his or her department, an executive authority shall, inter alia:*
- (e) *consider the available budgeted funds, including funds for the remaining period of the relevant medium-term expenditure framework, for the recruitment, retention, utilisation and development of human resources according to the department's requirements; and*
  - (f) *take into account any other requirements as may be directed by the Minister.*

## **5. Commencement Date**

5.1 This Directive takes effect on 1 April 2018.

## **6. Recruitment of Candidates into Developmental Programmes**

- 6.1 The developmental programmes shall not be utilised to replace existing personnel, nor shall they be used to fill vacant posts on the establishment of the department while on the developmental programme capacity.
- 6.2 In line with the principles of open competition for the opportunities as contemplated in regulation 65 of the Regulations, an executive authority shall ensure that all opportunities for developmental programmes within his/her department openly and the selection shall be in line with the principles pertaining to the selection process contained in regulation 67 of the Regulations.
- 6.3 The Head of Department may accept applications for developmental programmes without following the process contemplated in regulation 65 of the Regulations but subject to regulation 57(2) and (3) of the Regulations, under the following conditions:
- 6.3.1 the duration of the programme does not exceed six (6) consecutive months;

- 6.3.2 the applicant submits verifiable and valid proof that he/she requires the work-integrated learning opportunity as part of a recognised learning programme and/or for a professional body assessment purposes;
  - 6.3.3 the terms and conditions as agreed between the participant and the department shall be recorded in writing; and
  - 6.3.4 the personnel suitability check in terms of regulation 57(1)(c) of the Regulations must be conducted prior to the appointment of all candidates into the development programmes.
- 6.4 The department may only compensate a person contemplated in paragraph. 6.3 for actual reasonable expenses incurred in performing the departmental work associated with the developmental programmes opportunity in accordance with departmental policies.
- 6.5 Persons appointed in terms of paragraph 6.2 shall be remunerated according to paragraph 17 of the Directive.

## **7. Contract of Employment**

- 7.1 A person appointed into any of the developmental programmes shall enter into a contract of employment between him/herself and the department as per the nature of the programme and the contract as set out in **Annexure A**.
- 7.2 An employment contract entered into between a person on a developmental programme and the host department shall be extended by the period taken for leave of absence.
- 7.3 The period by which a contract of employment is extended, as specifically provided for in this Directive, shall be remunerated in terms of the same terms and conditions.
- 7.4 No further extension and remuneration shall be applicable arising from any leave of absence taken during the period of initial extension of the contract.
- 7.5 The duration of the developmental programmes, therefore, the duration of the employment contract, shall be as follows:

### **7.5.1 Graduate internship programme:**

- a) for the purpose of **acquiring experience only** shall be for a pre-determined fixed timeframe not exceeding twenty-four (24) consecutive months;

b) for **Candidacy Development Support Programmes** for the purpose of meeting **statutory requirements for professional registration**: the period shall be until the person acquires the recognised first level of professional designation, that such period shall not exceeding forty-eight (48) consecutive months, or such other period prescribed by the relevant professional council, for that particular programme for which the person is appointed. The following further conditions shall be applicable:

- i) a candidate who does not meet the registration requirements within the initial contracted 48 months period shall be afforded not more than one (1) additional year to undertake or meet the said council requirements while in the employ of the department.
- ii) in the case where the additional once-off opportunity to re-write or meet the council examination/requirements falls outside the regulated period, the head of department shall extend the contract, on the same conditions of service as existed before, by not more than one (1) year.

c) for **graduate recruitment schemes**, the period shall not exceed forty-eight (48) months.

**7.5.2 Pre-service training (Student Internship or Work Integrated Learning - WIL):** shall be for a period as determined by the relevant registered institution of learning, and shall be formally communicated to the intended hosting department/s and which period shall not exceed 24 months.

**7.5.3 A Learnership programme** shall be for a period specified in the learnership registration documents as per the Skills Development Act 2008 <sup>7</sup> as amended, which period shall not exceed 24 months.

**7.5.4 An Apprenticeship programme** shall be for a period specified in the apprenticeship registration documents as per the Skills Development Act 2008<sup>8</sup> as amended, which period shall not exceed 24 months, unless apprenticeship programme is structured over a longer period.

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<sup>7</sup> Skills Development Act 2008

<sup>8</sup> Skills Development Act of 2008 as amended

**7.5.5 Structured Youth Development Programme (Side Internship):** The period shall not exceed 24 months.

**7.6** The terms of the contract of employment entered into, in respect of these developmental programmes, may only be extended to the extent provided in this Directive and by the number of days of leave of absence taken for purposes of maternity, adoption and surrogacy, incapacity and occupational injuries and diseases or any other form of special leave as recognised by the Determination and Directive on Leave of Absence in the Public Service.

**7.7** In the case where the department delays in providing reasonable accommodation and assistive devices as well as training on the use of such devices for persons living with disabilities, the department shall extend the contract of employment of the affected candidates with the same period of the delay.

## **8. Transitional Arrangements**

**8.1** Where a person had been employed in terms of the existing Determination and Directive issued in 2010, such terms shall be retained until the expiry of the employment contract.

## **9. Leave of Absence**

**9.1** The leave provisions applicable to temporary employees as contained in the Determination and Directive on Leave of Absence in the Public Service shall apply *mutatis mutandis* to persons covered by this Directive.

## **10. Implementation Targets**

**10.1** Developmental programmes are part of the public service human resource management planning and development as well as part of the developmental agenda of the country as whole. Therefore the implementation targets of these programmes must respond to the departments' identified scarce skills needs processes (human resource management planning and development), as well as national development targets which are determined from time to time through such processes as Medium Term Strategic Framework (MTSF) by the Cabinet at national level.

- 10.2 A head of department shall have a discretion on which developmental programmes to implement within his/her department based on the departmental Human Resource Plan.
- 10.3 The implementation of the developmental programmes covered by this Directive should be seen as an integral part of the department's overall human resource management strategy, integrating Human Resource Development and Human Resource Planning processes of the department. It must be linked to building capacity for technical and specialist professions, addressing scarce and critical skills essential to the department's mandate, sectorial and/or occupational priorities.
- 10.4 A designated mentor shall be appointed for each person or a group of persons involved in a developmental programme. The mentor can be a line manager or any other suitable person who can render appropriate development and support in line with the career development of the protégé and department's strategic objectives of implementing the programme.

## **11. Budgeting for the Developmental Programmes Implementation**

- 11.1. A head of department shall ensure that sufficient budgeted funds are made available to implement the developmental programmes and the associated costs from the department's baseline budgets.
- 11.2. In preparing a budget for implementing the developmental programmes, the department shall take into account the following:
- a. Monthly stipend or allowances;
  - b. Targeted training offered by National School of Government including Induction Programme (Breaking Barriers to Entry - BB2E) and other recognised training institutions;
  - c. Costs for Personal and/or Further Development Programmes;
  - d. Costs for reasonable accommodation as regulated by each department's policy;
  - e. Costs for pre-employment verification as prescribed in terms of regulations 57(3) and 57(1)(c) of the Regulations;

- f. Costs arising from the extension of contracts as a result of leave taken as contemplated in paragraph 7.6 read with paragraphs 7.3 and 7.4 of this Directive.

## **12. Performance Agreement Contracts**

- 12.1. All persons appointed into any of the developmental programmes as defined in this Directive must enter into a specified agreement detailing the expected level of performance in line with the objectives of the identified developmental programme.
- 12.2. Persons on experiential learning shall require a logbook or similar methods of control or time sheets approved by the institution of learning at which the person is registered.
- 12.3. Persons on a development programme linked to statutory requirements for professional registration purpose, shall present the requirements from the relevant professional body.

## **13. Programme Monitoring, Evaluation and Reporting**

- 13.1 Departments shall appoint all persons on developmental programmes utilising PERSAL, except for persons paid for by third parties such as the SETAs.
- 13.2 Departments shall use a reporting template available from the DPSA website to report to the DPSA on or before 31 March of each year, accessible at the link below:  
[http://www.dpsa.gov.za/dpsa2g/hrd\\_documents.asp](http://www.dpsa.gov.za/dpsa2g/hrd_documents.asp)
- 13.3 The DPSA shall monitor implementation and compliance of the programme on annual basis; and
- 13.4 The DPSA shall evaluate the efficiency, effectiveness and the impact of the programme after every five years of implementation, with recommendations and improvement plans submitted to departments.

## **14. Pre - Employment Verification of Candidates' Information prior to Appointment into Developmental Programmes**

- 14.1 The verifications prescribed in terms of regulation 57(1)(c) of the Regulations must be conducted prior to the appointment of all candidates into the development programmes.
- 14.2 Depending on the occupation and the office environment in which the person on the developmental programme is placed, the Head of Department shall determine the requirement and the level of security vetting as required by the South African Security Agency.

## **15. Exit Management Plan.**

- 15.1 For the purposes of enhancing the work of the department and to respond to the demand for scarce and critical skills, the Executive Authority may appoint a suitable candidate into an entry level vacant permanent position or appointed additional to the establishment in accordance with the department's approved organisational structure informed by a Human Resource Plan as contemplated in regulation 26 of the Regulations.
- 15.2 The process contemplated in paragraph 15.1 above shall be subject to the provision that a vacant entry level post may be advertised internally within the department<sup>9</sup> for fair, open and equitable competition among persons appointed on developmental programmes and employees on the same level seeking career development or lower levels than the post advertised in the department.

## **16. Working Hours**

- 16.1. All persons involved in developmental programmes shall work forty (40) hours per week and eight (8) hours per day (meal intervals excluded), unless the contract makes provision for 3/8, 5/8 or 6/8 as per the applicable salary scales (COLA Tables) as well as those applicable to OSD.

## **17. Remuneration for persons appointed into Developmental Programmes**

- 17.1 The payments of allowances (stipends), based on a 40 hour work week, shall be determined in accordance with the following schedule as shown on TABLE A In Section 18 of this Directive, unless otherwise approved in terms of paragraph 17.2 below:

- (i) Schedule A1 – A3: Student interns, Learners and Apprentices
- (ii) Schedule B1 – C3: Graduate interns

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<sup>9</sup> Regulation 65 (9)(d) Public Service Regulations (2016)

#### **A. SCHEDULE A:**

- (i) **Schedule A1:** provides the minimum remuneration scale for persons in possession of, or studying towards a qualifications at National Qualification Framework Level 1, which is the General Education and Training exit level (School Grade 9).
- (ii) **Schedule A2:** provides the minimum remuneration scale for persons in possession of, or studying towards a qualifications at National Qualification Framework Levels 2 and 3 (School Grades 10 and 11 respectively).
- (iii) **Schedule A3:** provides the minimum remuneration scale for persons in possession of, or studying towards a qualifications at National Qualification Framework Level 4, which includes the National Senior Certificate (Matric or Grade 12), Adult National Certificate, National Occupational Access Certificates, National Certificate – Vocational obtainable from a TVET Institution.
- (iv) **Schedule B1 & B2:** provides the remuneration scale for persons in possession of, or studying towards a qualifications at National Qualification Framework Level 5 and 6, which includes Higher Certificates, Advanced National Certificates (Vocational), Diploma and National Diploma, National Skills Certificates and National Occupational Certificates equivalent to the aforementioned levels.

#### **B. SCHEDULE B:**

Post matriculation qualifications (from NQF 5 to NQF 8) up to Masters Post Graduate Diploma (Honors Degree) shall be categorized under Compensation Schedule B as shown on **TABLE A** in paragraph 18 of this Directive:

- (i) **Schedule B1** provides the compensation scale for persons in possession of, or studying towards a qualifications in qualifications at National Qualification Framework Level 5.
- (ii) **Schedule B2** provides the compensation scale for persons in possession of, or studying towards a qualifications at National Qualification Framework Level 6.

- (iii) **Schedule B3** provides the compensation scale for persons in possession of, or studying towards a qualifications at National Qualification Framework Level 7.
- (iv) **Schedule B4** provides the compensation scale for persons in possession of, or studying towards a qualifications at National Qualification Framework Level 8.

## **C. SCHEDULE C: GRADUATES DEVELOPMENT**

Post graduate qualifications (from NQF 9 to 10) up to Doctoral Degrees shall be categorized under Compensation Schedule C:

- (i) **Schedule C1** provides the compensation scale for persons in possession of, or studying towards a qualifications at National Qualification Framework Level 9.
- (ii) **Schedule C2** provides the compensation scale for persons in possession of, or studying towards a qualifications in qualifications at National Qualification Framework Level 10.

- 17.1. A person who has been appointed on a developmental programme linked to an Occupation Specific Dispensation (OSD) shall be compensated as per the salary scale provided in the relevant OSD.
- 17.2. An Executive Authority may approve a higher amount than the minimum remuneration scales as determined above where:
  - i) there is an express mutual agreement between all parties, and an assessment has been made that the amount paid will not leave the learner worse off to the extent that it would adversely impact on the quality outcome of learning intervention; and
  - ii) the occupation the candidate is involved in, is not part of any OSD collective agreement.
- 17.3. Persons on developmental programmes are eligible for receiving subsistence and travel allowance as determined by the Department of Public Service and Administration from time to time.

**18. TABLE A: Remuneration Schedule for the Developmental Programmes including Internship, Learnership, Apprenticeship Programmes, Graduates Recruitment, and Related Programmes.**  
**ANNEXURE A**

ANNEXURE A

COLUMN 1	COLUMN 2		COLUMN 3	COLUMN 4	COLUMN 5	COLUMN 6	
STIPEND SCHEDULES	QUALIFICATIONS		NQF EXIT LEVEL	PERCENTAGE OF THE MINIMUM SALARY LEVEL CONTAINED IN COLUMN (5)	PUBLIC SERVICE SALARY LEVEL: Full Time Minimum Notch of the indicated Salary Level unless specified in the applicable OSD Directive	MAXIMUM STIPENDS AMOUNTS: Not exceeding 50% of the full time minimum notch of the indicated salary level unless specified in the applicable OSD Directive	
C2	Doctoral Degree and above		Level 10	35%	8	8	
C1	Master's Degree		Level 9	35%	7	7	
B4	Masters Post graduate Diploma Professional Qualification		Level 8	35%	6	6	
B3	Bachelor Degree Advanced Certificate		Level 7				
B2	Diploma Advance Certificate		Level 6				
B1	Higher Certificate	Advanced National Certificate (vocational) 5	Level 5	35%	5	5	
A3	National Senior Certificate (Grade 12)	Adult National Certificate	National Certificate (Vocational) 4	Level 4	35%	4	4
A2	ALL PART QUALIFICATIONS/ ACCREDITED UNITS OF LEARNING TO ACCUMULATED		National Certificate (Vocational) 3	Level 3	35%	3	3
			National Certificate (Vocational) 2	Level 2			
A1	General Education & Training Certificate (Grade 9)		Adult National Senior Certificate	Level 1			

**19. Approval by the Minister**

Approved:



**Ms Ayanda Dlodlo, MP**

**Minister for the Public Service and Administration**

**DATE: 2015 10 / 05 / 09**

## Annexure A



### Contract of employment /Agreement

### ENTERED INTO BY AND BETWEEN

### THE DEPARTMENT

[HEREIN REFERRED TO AS "THE DEPARTMENT"] DULY REPRESENTED BY  
..... IN HIS OR HER CAPACITY AS  
..... duly authorized thereto and

.....  
(full name and identity number (HEREIN REFERRED AS THE ..... ( specify the title as per the  
relevant developmental programme) ..... (indicate post)

### PREAMBLE

WHEREAS the ..... (specify the title as per the relevant developmental  
programme) requires practical work experience and application of academic learning; and  
WHEREAS the department is prepared and able to provide such an opportunity

### NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

#### 1. APPOINTMENT

1.1 The Department hereby appoints the .....(specify the title as per the  
relevant developmental programme) to perform the functions set out in the job description  
attached as Appendix A for a fixed contract period commencing on..... and  
terminating on ....., irrespective of the date of signing of this Agreement.

1.2 The .....(specify the title as per the relevant developmental  
programme) employment and conditions of service shall be governed by the Public Service

Act, 1994 (Proclamation 103 of 1994) (herein referred to as "the Act"), the Public Service Regulations, 2016, as amended from time to time (herein referred to as "the Regulations") and any other legal provisions applicable to the .....(specify the title as per the relevant developmental programme).

## **2. REMUNERATION**

- 2.1 The Department shall pay an ..... (Specify the title as per the relevant developmental programme) an all-inclusive amount of R..... per month. (A pro-rata amount shall be paid in the event where the .....(specify the title as per the relevant developmental programme) leaves the department during the contract).
- 2.2 If the.....(specify the title as per the relevant developmental programme)is required to travel and subsist, in the course of his/her assigned duties, he or she shall be entitled to the normal subsistence and travelling allowance for which employees of the Department are eligible.
- 2.3 The ..... (specify the title as per the relevant developmental programme) shall not be entitled to any payment for the duration of this Agreement or at its termination other than the payments—
- (a) Provided for in clause 2.1 or 2.2; or
  - (b) Constituting a basic condition of employment in terms of the Basic Conditions of Employment Act, 1997 (Act 75 of 1997), and which may not be excluded or limited by way of an agreement.

## **3. WORKING HOURS AND LEAVE**

- 3.1 The ..... (specify the title as per the relevant developmental programme)shall work 40 hours per week and 8 hours per day (meal intervals excluded), unless specified by the collective agreement in terms of the relevant occupational specific dispensation (OSD).
- 3.2 All the prescripts regarding annual, sick, special, maternity, family responsibility leave and all other kinds of leave (if any) and related leave prescripts for employees appointed in a full-time capacity under the Act shall be applicable to the .....(specify the title as per the relevant developmental programme).

## **4. OBLIGATIONS OF DEPARTMENT WITH REGARD TO PERFORMANCE OF PERSONS ON DEVELOPMENTAL PROGRAMMES**

- 4.1 The Department shall make every effort to ensure that the work assigned to the .....(specify the title as per the relevant developmental programme) is, insofar as practically possible, shall seek to draw out the .....(specify the title as per the relevant developmental programme) educational, technical and vocational skills to the full.

4.2 The Department shall ensure that at least one mentor is assigned to supervise the work of the .....(specify the title as per the relevant developmental programme)and to assess the performance of the .....(specify the title as per the relevant developmental programme) on a regular basis in accordance with the functions at Appendix A.

4.3 The Department shall, as soon as practicable—

(a) Ensure that the .....(specify the title as per the relevant developmental programme) receives an appropriate induction, training and development programme; and

(b) Furnish the.....(specify the title as per the relevant developmental programme) with all relevant and available information and access to relevant equipment necessary for the .....(specify the title as per the relevant developmental programme) to perform the duties and receive the experience agreed upon under this Agreement.

4.4 If, in the opinion of the Department, it will contribute to the performance of the work in the Department, the Department may grant financial assistance to the .....(specify the title as per the relevant developmental programme) to attend training courses not exceeding a period of five days per training course.

## 5. CONDUCT

5.1 The .....(specify the title as per the relevant developmental programme) shall comply with all the prescripts referred to in clause 1.2 and all internal financial and other workplace policies of the Department.

5.2 The .....(specify the title as per the relevant developmental programme) shall—

(a) Faithfully and diligently devote his or her time to the service of the Department as agreed upon; and

(b) Undertake duties in accordance with Appendix A, as any person duly authorised thereto by the Department for this purpose requires of him or her.

5.3 Obligations: The .....(specify the title as per the relevant developmental programme)may not during the period of this Agreement or anytime thereafter, disclose or use any record, or any part thereof, obtained as a result of his or her employment under this Agreement, except if—

(a) The necessary written authorisation has been obtained; or

(b) Required or permitted by law.

5.4 Any failure by the ..... (specify the title as per the relevant developmental programme) to comply with clause 5.1, 5.2 or 5.3 during the term of this Agreement shall constitute misconduct.

5.5 Any alleged misconduct or inefficiency by the ..... (specify the title as per the relevant developmental programme) shall be dealt with in accordance with the disciplinary and incapacity procedures applicable to the public service.

## **6. TERMINATION OF EMPLOYMENT**

6.1 The term of service of the ..... (specify the title as per the relevant developmental programme) shall terminate at a date referred to in Clause 1.1 or, if he or she resigns or is dismissed in terms of section 17 of the Act.

6.2 The ..... (specify the title as per the relevant developmental programme) may resign any time before the end of his or her term of service by giving—

- (a) one week's notice, if the ..... (specify the title as per the relevant developmental programme) has been employed for six months or less;
- (b) two weeks, if the ..... (specify the title as per the relevant developmental programme) has been employed for more than six months but not more than one year; or
- (c) four weeks, if the ..... (specify the title as per the relevant developmental programme) has been employed for one year or more

## **7. GENERAL TERMS AND CONDITIONS**

### **7.1 GOOD FAITH**

In the implementation of this Agreement, the parties undertake to observe the utmost good faith and they warrant in their dealing with each other that they shall neither do anything nor refrain from doing anything that might prejudice or detract from the rights, assets or interests of each other.

### **7.2 INTERPRETATION**

The interpretation of this Agreement shall be governed by the laws and legal principles applicable in the Republic of South Africa.

### **7.3 JURISDICTION OF THE COURTS**

The parties to this Agreement submit to the jurisdiction of the Courts of the Republic of South Africa in the event of any legal proceedings arising from the provisions of this Agreement.

### **7.4 VARIATION**

7.4.1 The Agreement constitutes the whole of the agreement between the parties to this Agreement relating to the subject matter of this Agreement, and save as otherwise provided, no amendment, alteration, addition or variation of any right, term or condition of this Agreement shall be of any force or effect unless reduced to writing and signed by the parties to this Agreement.

7.4.2 The parties agree that there are no other conditions, warranties or representations, whether oral or written and whether expressed or implied or otherwise, save those contained in this Agreement.

## 7.5 WAIVER

No waiver of any of the terms and conditions of this Agreement shall be binding for any purpose unless expressed in writing and signed by the party giving the same, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either party in exercising any right, power or privilege precludes any other or further exercise thereof or the exercise of any other right.

## 7.6 INABILITY TO PERFORM

It shall not be a breach of the Agreement if a party to this Agreement is prevented from or hindered in the performance or observance of its obligations by any Act of Parliament or other action of the State or by any cause or event outside the control of that party.

## 7.7 NOTICE AND DOMICILLIUM

The parties choose as their respective *domicilium citandi et executandi* (domicile of summons and execution) for the purpose of legal proceedings and for the purpose of giving or sending any notice provided for or necessary in terms of this Agreement, the following addresses:

**Department:**

Physical address:

Postal address :

Telephone Number:

Facsimile Number:

.....(specify the title as per the relevant developmental programme):

Physical address: .....

.....

.....

Postal address .....

.....

.....

Telephone Number: .....

Facsimile Number: .....

or at such other address, not being a Post Office box or poste restante, of which the party concerned may notify the other party in writing. Such change of address shall be effective immediately upon receipt of notice of the change by the other party.

All notices to be given in terms of this Agreement shall be given in writing and be delivered or sent by prepaid registered post or by telefax, and if—

- (a) Delivered, be presumed to have been received on the date of delivery;
- (b) sent by prepaid registered post, be presumed to have been received within three business days of posting unless the contrary is proved; or
- (c) sent by telefax, be presumed to have been received on the first business day following the date of sending of the telefax unless the contrary is proved.

Signed by the Department at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_  
(month and year)

\_\_\_\_\_  
**DEPARTMENT**

\_\_\_\_\_  
**1. WITNESS**

\_\_\_\_\_  
**2. WITNESS**

Signed by the .....(specify the title as per the relevant developmental programme)

at PRETORIA on the \_\_\_\_\_ day of \_\_\_\_\_ (month and year)

\_\_\_\_\_  
**Signature**

.....(specify the title as per the relevant developmental programme)

\_\_\_\_\_  
1. WITNESS

\_\_\_\_\_  
2. WITNESS



**health**

Department:  
Health  
North West Provincial Government  
REPUBLIC OF SOUTH AFRICA



2<sup>nd</sup> Floor, Health Office Park  
Private Bag X 2068  
MMABATHO  
2735

**CORPORATE SERVICES**

Tel: +27 (18) 391 4182  
Email: MTlhogane@nwpg.gov.za  
www.health@nwpg.gov.za

**Adv. T. Mmako**  
**Director: Legal Services**  
**NW Department of Health**  
**Mahikeng**  
**2745**

**Dear Adv Mmako**

**APPOINTMENT AS ACTING CHIEF DIRECTOR CORPORATE SERVICES: NORTH WEST HEALTH**

The above matter refers.

You are hereby appointed as the Acting Chief Director Corporate Services in terms of Public Service Act, 1994 as amended, Section 32 (1) and PS regulations, 2016, regulations 63 (1) for the period 16 to 20 October 2023.

You are therefore, requested to respond to all the administrative matters as the Acting Chief Director: Corporate Services during this period.

It will be highly appreciated if you could indicate your acceptance/ non – acceptance of this acting appointment.

Thanking you for your usual cooperation and support.

Kind regards,

**HON MADODA SAMBATHA, MPL**  
**MEC FOR HEALTH**

**DATE: 13 OCTOBER 2023**

I THELVI MMAKO

hereby accept/ accept the appointment as

Acting CDCS effective from 16 to 20 Oct 2023

**ADV T MMAKO**  
**DIRECTOR: LEGAL SERVICES**

16/10/23  
**DATE**