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# INTERNSHIP AND LEARNERSHIP POLICY

Council Resolution CR119 – 27/05/22SP

Approval: 27/05/2022

### Object

The primary object of this policy is:-

- (a) introduce a policy guideline for internship, learnership and voluntarism in Greater Giyani Municipality; and
- (b) stipulate the rights and duties of the municipality intern, learners and volunteers.

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## 1. GLOSSARY

(1) **Acronyms** - For the purpose of this policy the following acronyms refer to:

- (a) **HR** – Refer to Human resource
- (b) **FET** – Refer to Further Education and Training
- (c) **TVET** – Technical and Vocational Education and Training
- (d) **SETA** – Sector Education and Training Authority
- (e) **CCMA** – Commission for Conciliation, Mediation and Arbitration
- (f) **HRD** – Human Resource Development

## (2) Definitions

For the purpose of this policy the following definitions shall apply:

- (a) **Experiential training** - means knowledge based on experience.
- (b) **Learnership** - means the provision of practical work experience while undergoing education and training at an accredited training provider.
- (c) **Internship** - means the provision of opportunities for new entrants to the labour market to gain work exposure.
- (d) **Trainee** - means an enrolled student at a recognised tertiary institution undergoing training to obtain a diploma/degree or other recognised qualification.

## 2. PREAMBLE

This policy document seeks to regulate the relations between Greater Giyani Municipality and its interns, learners and volunteers. It mainly sets out the rights and duties of all the parties involved. It is also premised on the appreciation of the important contribution which can be made by introducing a coordinated system of internship and Learnership for the unemployed and graduates and those seeking practical exposure in the municipality

## 3. OBJECT OF THE POLICY

- (a) To introduce a system and provisions for internship, Learnership and voluntarism in Greater Giyani Municipality;
- (b) Provide opportunities to students to gain experience at different levels; and
- (c) To stipulate the rights and duties of the Municipality intern, learners and volunteers.

## 4. SCOPE OF THE APPLICATION

- (a) This policy applies to all the duly registered persons as interns, learners and trainees in Municipality.
- (b) This policy remains effective for the duration of the written agreement between the Municipality and the intern, learner or trainees.

## 5. LEGISLATIVE FRAMEWORK

- (a) Skills Development Act. Section 18.2(ACT NO 97 of 1998)
- (b) Labour Relations Act,(no 66 of 1995 as amended)
- (c) Employment Equity ACT.

- (d) South African Qualification Framework ACT
- (e) Basic Conditions of Employment Act
- (f) Sectoral Determination no. 5 Learnership for Public service

## **6. RIGHTS OF LEARNERS, INTERNS, TRAINEES AND EMPLOYER**

- (a) The learner, intern or trainees has the right to:
  - (i) be given tasks;
  - (ii) be educated and trained in terms of the agreement signed with the office.
- (b) Have access to the required resources to perform his or her duties in terms of the agreement with the office;
- (c) Have his or her performance assessed and have access to the assessment results;
- (d) The learner or trainee will receive a testimonial upon successful completion;
- (e) Where applicable, raise grievances in writing with the SETA concerning any shortcomings in the training; and
- (f) The employer has the right to require the learner, intern or trainees to:
  - (i) Perform duties in terms of this policy and agreement of internship, Learnership, or training signed with the employer; and
  - (ii) Comply with the rules and regulations concerning the employer's business concern.

## **7. RESPONSIBILITY**

- (a) Corporate Services Department is responsible for recruitment and registration of interns, learners and trainees in terms of this policy;
- (b) Each Director/manager is accountable for the proper training and supervision of the intern/Learner/ trainees; and/or
- (c) All managers and officials must provide quarterly reports on interns, learners or trainees to the Human Resources Development Manager whom will also report to the Director Corporate Services.

## **8. TERMS AND CONDITIONS / PURPOSE**

### **(1) Trainees - Purpose**

- (a) The purpose of volunteerism program is to assist learners who have no Learnership agreement registered with accredited Skills Training Provider but want to gain practical exposure as a requirement for completion of national qualification.
- (b) Acceptance to volunteerism will subject to application by individual learner with a written proof from training institution that she/he is required to do practical/experiential training for acquiring national qualification.
- (c) The Director Corporate Services approve the intake of the volunteer/learner on recommendation from relevant department that there is a mentor and enough office space to accommodate the learner/Volunteer.
- (d) The period of volunteerism per volunteer is a minimum of six (6) months and shall not exceed eighteen (18) months.
- (e) Only one (1) volunteer per department or unit (in the case of units directly reporting to the Municipal Manager) shall be allowed.
- (f) No remuneration shall be paid to a volunteer unless the department concerned made the provision in that regard and subject to the approval by the Accounting Officer.

- (g) No employment prospects will be guaranteed to a volunteer with the understanding that the service rendered during this period will place no obligation on Municipality to employ the volunteer.

## **(2) Internship - Purpose**

- (a) The purpose of the programme is to develop the skills of the South African workforce and to improve the quality of life of workers, their prospects of work and labour mobility.
- (b) It also serves to improve the productivity in the workplace and the competitiveness of employers.
- (c) **Conditions:**
  - (i) Interns appointment is subject normal HR selection process of the Municipality.
  - (ii) It is only for unemployed graduates who have completed degrees/diplomas and national certificates from University or TVET/FET colleges.
  - (iii) Internship positions should be identified as scarce skills by the municipality and the departments concerned must determine the source of funding before the positions are advertised.
  - (iv) Interns are required to agree and sign an agreement which sets out issues such as starting times for work, leave entitlement, disciplinary processes etc.
  - (v) Participants are not on permanent employment of the Municipality and are paid monthly stipend for the duration of the course as determined by the Municipality.
  - (vi) Interns must sign an agreement that any work related to the programme is not subject to overtime pay, and they will only be paid their normal stipend whilst on the programme.
- (d) Employment prospects – Internship: No employment prospects will be guaranteed to an intern with the understanding that the service rendered during this period will place no obligation to the Municipality.

## **(3) Learnership – Purpose**

- (a) The purpose of a Learnership is to provide an agreement between a learner, an employer and an accredited training provider in terms of Section 5(1)(a)(ii)(bb) of the South African Qualifications Authority Act, and section 18(2) of Skills Development Act, Act no 97 of 1998, whereby the employer must employ the learner and provide specified practical work experience.
- (b) **Conditions**
  - (i) A Learnership agreement must be in the prescribed form and registered with a SETA.
  - (ii) The employer must also release the learner to attend the education and training specified in the agreement.
- (c) A Learnership agreement may not be terminated before the expiry of the period of duration specified in the agreement unless:-
  - (i) the learner meets the requirements of the successful completion of the Learnership;
  - (ii) The Service Provider/SETA which registered the agreement approves of such termination; or

- (iii) The learner is fairly dismissed for a reason related to the learner's conduct or capacity as an employee;
- (iv) Participants are not employees of the municipality and are paid a monthly stipend for the duration of the course as determined by the Skills Training Provider and SETA.

(4) **Employment prospects – Learnership:** No employment prospects will be guaranteed to a learner with the understanding that the service rendered during this period will place no obligation to the Municipality to employ the learner.

## 9. TERMINATION OF AGREEMENT

- (a) The agreements emanating from this policy document ends on the termination date stipulated in the agreement.
- (b) If the learner is fairly dismissed by the employer/service provider for a reason related to the learner's conduct or capacity.

## 10. RECRUITMENT AND SELECTION

- (a) Learnership proposal by Training Service Provider OR SETA should be sent to Municipality for approval by the Accounting officer.
- (b) Internal facilitation should be done by corporate services through HRD Division.
- (c) Consent to be sought from relevant department/s where learners should be placed.
- (d) Consideration of office space and mentors should be considered.
- (e) Tripartite Learnership Agreement should be signed before Learners report to the municipality.

## 11. DISPUTES

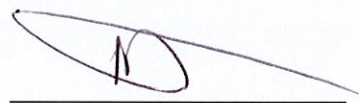
Any dispute between the parties will be dealt with according to the Labour Relations Acts.

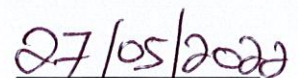
## 12. IMPLEMENTATION & REVIEW

This policy takes effect after approval by the council and shall be reviewed annually.

Signed by

**MAYOR: Cllr Zitha T**  
**SURNAME & INITIALS**

  
\_\_\_\_\_  
**SIGNATURE**

  
\_\_\_\_\_  
**DATE**

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