

2023/2024

Internship Policy



GREAT KEI LOCAL MUNICIPALITY

The country in general and municipalities in particular are faced with a major problem of unemployment especially among women, youth and people with disabilities. While jobs are not being created as quickly as desired, the problem of unemployment is exacerbated by lack of skills and formal work experience. In addition, higher education

1. INTRODUCTION

INTERNSHIP POLICY	Policy Number	1
	Policy Name	INTERNSHIP POLICY
	Policy Status	Draft
	Date Last Amended	
	Date of Next Review	
	Purpose	See Policy
	Aims and Objectives	See Policy
	Policy Custodian	Director Corporate Services
	Related Policies and Legislation	<ul style="list-style-type: none"> • Local Government: Municipal Structures Act, Act No. 117 of 1998 • Local Government: Municipal Systems Act, Act No. 32 of 2000; • Labour Relations Act, Act No. 66 of 1995, as amended • Basic Conditions of Employment Act, Act No.95 of 1997 ; • SALGBC's Consolidated Conditions of Service for the Eastern Cape Division
	Approving Authority	Council
	Applicability	This policy applies to Interns
	Policy Benchmark and References	SALGBC Conditions of Services
	Stakeholders Consulted	Yes

institutions do not appear to prepare students adequately for the world of work. Thus the Great Kei Municipality need to alleviate high levels of unemployment among young graduates and provide them with opportunities to gain practical work experience.

At present there is fierce competition in the country for competent staff, with different sectors of the economy including local government competing with the private sector. The result has been a marked shortage of qualified and experienced staff. Great Kei Municipality has developed various initiatives to address the shortage including the development of the retention and scarce skills policy. The internship policy is one of these initiatives.

The adoption of the Internship Programme is also a contribution and commitment by the Great Kei Municipality to Government's efforts to raise skills levels in South Africa's large pool of unemployed.

2. DEFINITION OF TERMS AND CONCEPTS

Internship is defined as "a planned, structured, and managed work experience that is occupationally based and incorporates a skills programme designed to produce meaningful competencies which may earn an intern an education and training credit".
DPSA, Human Resources Development Strategy for the Public Service, 2002-2006, 1st Edition.

Internship – This is the program of the unemployed graduates in order to gather work experience in the work place.

Learnership – A learnership is a mode of delivering a learning programme which combines structured learning with the work – based experience. These shall be done in conjunction with the relevant SETA.

Experiential Training – Before a student graduates from University or University of Technology and Further Education and Training Institutions he/she is required to work for a certain period in order to gain work place experience prior to obtaining a qualification.

Scarce Skills – Those occupations in which there is a scarcity of qualified and experienced people – current or anticipated.

3. PURPOSE

- To strengthen the capacity of the Great Kei Municipality to secure the kind of staff it requires;

The programme shall build inclusively by widening access and opportunity for people from diverse backgrounds. Interns shall be selected on the basis of the need for demographic representation and with reference to equity legislation. First preference shall be given to those previously disadvantaged groups i.e. Blacks, Women and Disabled. Transparent recruitment and selection policy procedures and systems shall be adhered to. Internships shall be structured, work-based programmes.

5.2 Promotion of Equality

The programme shall provide appropriate and relevant work experience commensurate with the intern's qualification. The programme shall be aligned with human resource planning. Posts identified for internship programmes should contribute to the strategic staffing needs of the Great Kei Municipality. Interns shall not be recruited to replace permanent employees. Internship programmes shall be shaped and managed to reflect the particular circumstances of the Great Kei Municipality.

5.1 Fit to purpose

The internship programme shall take account of the following principles:

5. PRINCIPLES

- The Constitution of the Republic of South Africa, 1996
- Municipal Systems Act, 2000
- The National Skills Development Strategy for South Africa
- The Skills Development Act, 1998

4. SOURCE OF AUTHORITY

- To chart a clear strategy for the implementation of internships within the Great Kei Municipality
- To provide practical and accelerated learning programmes in occupations strategic to service delivery in the Great Kei Municipality;
- To attract tertiary levels students offering them actual working environments in which they may acquire skills and work experience complementary to theoretical, classroom-based learning;
- To increase the employability of unemployed young people by providing them with valuable work experience.

- In consultation with Human Resources (HR), shall identify the internship needs within the particular Programme.
- Shall determine the job and competency profiles;
- Together with HR shall set out a clear programme of mentoring, monitoring and evaluation in order that the intern is exposed to activities relevant to his/her personal needs as well as to the needs of the Great Kei Municipality;
- Shall identify an mentor/supervisor;
- In consultation with HR, compile and submit a motivation for an internship to the Training Committee.

The relevant Directorate:

The allocation of internship programme shall

7.1 DETERMINING STRATEGIC OCCUPATIONAL NEEDS

below.

The Internship Programme Development shall be guided by the Planning Framework

7. PLANNING FRAMEWORK FOR INTERNSHIP PROGRAMMES

The above two groups are the main intended beneficiaries of the programme and may be referred to as 'graduate interns'. They must be distinguished from 'student interns' who are currently studying at a higher education institution and are required to complete a period of internship in order to meet the requirements of the qualification for which they are studying.

- Unemployed South African graduates from higher education and Further Education and Training institutions who have completed related experience.
- Unemployed South African graduates who have not been exposed to work experience.

The targeted groups are:

6. SCOPE OF APPLICABILITY

opportunities.

The programme should provide the intern with an opportunity to come to a better understanding of the Great Kei Municipality, its values and work ethics as well as

5.4 Enhance understanding of the Local Government

Internship programmes shall take into account the Great Kei Municipality's capacity to accommodate interns in terms of budget, mentorship capabilities and physical resources including office space and equipment.

5.3 Capacity to accommodate/ implement an internship programme

- Advertising the availability of internships and inviting applications from suitably qualified candidates. The advert must specify criteria for eligibility;
- The Great Kei Municipality may choose to advertise within a specific institution of higher learning on the basis that the study programme and skills development within a particular course of the organisation, provides the kind of skills which the Great Kei Municipality wishes to acquire;
- Besides advertising candidates, the candidature for interns may also be considered on the basis of individual requests or applications by candidates to the municipality
- Applications will be evaluated and applicants short – listed and interviewed.

The following approaches will be followed to access graduate interns:

7.2.1 GRADUATE INTERNS

7.2 SELECTION OF INTERNS

- Shall direct motivations for Internship Programmes to the Training Committee for commencing the process of approval until final decision by the Municipal Manager;
- Clear guidelines will also be included on what is expected of interns;
- The motivation shall indicate the benefits to both the intern and the Great Kei Municipality

The relevant Directorate and Human Resources Management:

7.1.2 Internship Programme Organization

- Shall be guided by the Workplace Skills Plan and priority skills requirements as encapsulated in the scarce skills retention policy.
- Shall prioritize the Great Kei Municipality internship needs drawing on the technical and other skills of managerial and other staff who are able to help arrive at a decision;
- Shall evaluate the capacity of the relevant department to develop, manage and sustain the Internship Programme;
- Shall determine the cost of the internship;
- Shall recommend to the Training Committee a priority list of internships;

Human Resources:

7.1.1 Prioritizing Strategic Occupations

- Willingness to follow a career within the Great Kei Municipality;

The following factors would be considered in selection interviews:

7.4 SELECTING INTERNS

- Learnership is meant for both the employed and the unemployed learners.
- It culminates into a qualification aligned to the NQF level
- Learnership must be approved by the relevant SETA registered with the Department of Labour.
- The implementation of learnership must be according to the provisions of the Scarce Skills Retention policy and skills requirements of Great Kei Municipality
- The municipality is not obliged to employ the learners after completion of the learnership agreement.

The learnership is implemented according to the following:

A Learnership is a mode of delivering a learning programme which combines structured learning (theory) with work – based experience. It is creating learning opportunities where learning experience is in accordance with the learnership agreement and employment contract between the learner, provider and the employer. The learner is contracted during the learning period. The implementation of the learnership is according to the Learnership Regulation (2001).

7.3.3 LEARNERSHIPS

- Student interns are interns that require practical or workplace experience in order to satisfy the requirements of their field of study.
- Student interns must have a letter from their institution of learning outlining the programme and the duration of their experiential training within the municipality.
- Student interns will sign an indemnity form, oath of secrecy form and an internship contract.
- The supervisor of the student intern will update and sign a logbook to record tasks performed by the student intern.

7.2.2 STUDENT INTERNSHIP/EXPERIENTIAL LEARNING

- On assumption of duty, interns must be inducted into the operation of the municipality.
- The interns must sign a fixed term contract with the municipality which is valid for a period of between 3 and 18 months.

8.1 Interns shall be eligible for one day annual vacation leave for every seventeen days worked. Such leave may be accessed only after the Intern has such leave to his/her credit;

8.2 Interns shall receive one day sick leave per month worked;

8.3 Female interns are eligible for four calendar months unpaid maternity leave per 12 months contract period. They may then return to complete their training;

8.4 Family responsibility leave. After an Intern has worked for at least four months s/he shall be eligible to three days family responsibility leave per 12 month contract period. Such leave may be utilized if interns:

8. LEAVE CONDITIONS

- The monthly stipend for Interns (both graduate and interns) shall be **R3 500.00** and payable on the **25 of the month** claimable from the Skills Development Levy.
- This shall be reviewed on an annual basis and this be approved by the Municipal Manager.
- Directores shall make budget provision for stipends at their respective budgets.

7.7 Stipend

- The minimum per occupation shall be for a period of 3 months and shall not exceed the period 18 months. The intern shall work full – time for the duration of the internship.

7.6 Period of internship

- Interns shall be given access to all work related needs, viz. office space, computer, printing facilities and other requirements essential to the successful completion of the internship. The internship shall not be extended in any circumstances upon expiry of the contract.

7.5 ON APPOINTMENT OF INTERNS

- The degree of alignment between the needs of the intern and the needs of the Great Kei Municipality;
- The potential intern will be a tertiary level student or a recent graduate;
- The potential intern would display initiative, commitment and a sense of responsibility;
- Interns would need to compete to participate in an internship programme.

- Spouse/life partner gives birth to a child;
- Dependent child, spouse /life partner is sick;
- Child or spouse/life partner dies;
- Immediate family member dies;

9. ASSESSMENT AND EVALUATION CRITERIA

- There shall be formal and informal assessments based on the contribution and progress of intern;
- Assessments shall be based on practical work assignments;
- Assignments to assess competencies must be planned such that they demonstrate the competencies learned;
- Feedback between a mentor and intern must ongoing;
- The relevant Manager shall compile monthly reports on the progress of the intern and submit these to Human Resources Manager/ Skill Development Facilitator.

10. TERMINATION OF INTERNSHIP

- As with any other employee of the Great Kei Municipality, interns shall comply with all rules and procedures of the Great Kei Municipality;
- The continuation and completion of an internship is dependent on the performance and conduct of the intern;
- Where the conduct or performance of an intern becomes unsatisfactory, this will be treated in terms of the Great Kei Municipality Disciplinary Procedure;
- If the intern chooses to resign, a resignation letter dated and clearly stating that s/he made the choice to resign shall be submitted to the HR Manager. The intern shall be required to serve notice period in line with BCEA.
- Contractual termination shall apply to all internship.
- Should the intern/learner be successfully in another job the internship shall terminate immediately.

11. ROLES AND RESPONSIBILITIES

- Corporate Service : Implement and maintain the policy
- Line Manager : Share the responsibility of Corporate Service in terms of implementation and monitoring of the policy
- : Monitor the implementation and impact of Policy

12. MONITORING AND EVALUATION

This Policy will be monitored on a monthly basis by the Human Resource Department, which shall report its findings to the Training Committee and Corporate Services Portfolio Committee.

Monitoring and Evaluation mechanisms that form part of the strategy shall include:-

- Checking from time to time whether what the Great Kei Municipality is offering is still appropriate
- Assess whether interventions are actually having any impact through surveys, interviews and so on
- Comprehensive evaluation exercise over longer periods to assess the impact of organisational Internship Policy

13. REVIEW OF THE POLICY

The Policy shall be reviewed annually, during the Great Kei Municipality's strategic planning session.

14. DATE OF IMPLEMENTATION

This Policy will become effective from..... (Date)

Internship Agreement

Part A: Terms and conditions of agreement

1. Declaration of the parties

We, the undersigned parties understand that this Agreement is legally binding. We understand that it is an offence in terms of the Skill Development Act (Act 97 of 1998) to provide false or misleading information in this Agreement. We agree to the right and duties as stipulated below.

We understand that the intern should not have the expectation that this contract will be renewed or extended.

2. Rights of intern, employer and higher education institution

2.1 Intern

The intern has the right to:

Be exposed to work experience opportunities in terms of this Internship Agreement
Have access to the resources as may be required to fulfill her or his obligations
Be provided with a document stating the work experience that she or he undertook the agreed period of placement.

2.2 Employer

The employer has the right to require the intern to:

2.2.1 Perform duties in terms of this Agreement
2.2.2 Comply with the rules and regulations of the employer

2.3 Higher education institutions

2.3.1 Where the intern is completing work experience in fulfilment of an accredited programme in a higher education institution will be provided



feedback on the intern's work experience by common agreement between the employer and the higher education institution.

3. Intern

The intern must:

3.1.1 Work for the employer in terms of the period as specified in the internship agreement and employment contract

3.1.2 Be available for and participate in all learning and work experience required by the employer

3.1.3 Comply with workplace policies and procedures

3.1.4 Complete any timesheets or any written reports supplied by the Great Kei Municipality to record relevant workplace experience

3.1.5 Enter into an agreement with a mentor as arranged by the employer

3.1.6 Meet with the mentor and discuss her or his experience on the internship programme

3.1.7 Participate in the general activities of Great Kei Municipality in which the internship activities take place

3.1.8 Take full advantage of the training and development opportunities available to him/her

3.1.9 Demonstrate willingness to participate through work experience

3.1.10 Participate in induction and orientation programmes as arranged by the employer

3.1.11 Provide a record his/her internship experience to the employer (e.g portfolio)

3.1.12 Where the intern is participating in an internship programme as part fulfillment of an accredited higher education qualification, she or he must develop an output or report the nature of which will be agreed to between the employer and higher education institution

3.2 Employer

The employer must:

3.2.1 Comply with its duties in terms of the Skills Development Act and all applicable legislation including:

Labour Relations Act (Act 66 of 1995, as amended 2002)

Employment Equity Act (Act 55 of 1998)

Basic Conditions of Employment Act (Act 75 of 1997, as amended 2002)

Occupation Health and Safety Act (Act 85 of 1993)

Compensation for Occupational Injuries and Disease Act (Act 130 of 1993)

3.2.2 Employ the intern for a period specified in the Agreement

- 3.2.3 Provide the intern with appropriate work based experience in the work environment in accordance with the agreement
- 3.2.4 Pay the intern the agreed intern allowance while the intern is working for the employer
- 3.2.5 Provide appropriate work experience to an intern who is registered with a higher education institution and is required to obtain work experience in order to achieve the relevant outcomes as agreed with the higher education institution in question. Conduct on-the-job assessment, based on the identified performance indicators provided by the tertiary institution and/ or department
- 3.2.6 Keep informed as to the progress of the intern
- 3.2.7 Apply the same disciplinary, grievance and dispute resolution procedures to the intern as to other employees
- 3.2.8 Prepare an orientation/induction course to introduce interns to the workplace and specific workplace requirements
- 3.2.9 Ensure that each intern is matched with a mentor who engages with the intern in her or his development while working as an intern
- 3.3 Higher education institution**
- 3.3.1 Provide intern documentation (Curriculum Vitae, Proof of registration, Copy of ID, most recent examination results, and letter of reference) to the department
- 3.3.2 Provide the Great Kei Municipality with, a shortlist of candidates for placement of interns
- 3.3.3 Visit interns at the workplace during the period of placement
- 3.3.4 Provide the mentor with a final assessment document
- 3.3.5 Discuss assessment and evaluation criteria with a mentor
- 3.3.6 Deal with grievances and disciplinary action in terms of policies and procedures of the respective tertiary institution
- 4 Termination of the agreement**
- This internship agreement terminates according to the following circumstances:
- 4.1 On the termination date as stipulated in Part B of this Agreement or on an earlier date if:
- 4.2.1 The intern is fairly dismissed by the employer for a reason related to the intern's conduct or capacity as an employee
- 4.2.2 The employer and intern agree to terminate the Agreement
- 4.2.3 The higher education institution approves a written application to terminate the Agreement by the intern or, if good cause is shown, by the Great Kei Municipality

4.2.4 On termination of the agreement, for whatever reason, all documents, programmes, reports, etc must be handed over to the employer and the intern shall not claim any right of retention thereon.

4.2.5 The intern indemnifies the employer against any claims or court actions, including all legal costs that may be instituted by any person against the employer resulting from any action or omission by the intern which is contrary to the agreement.

4.2.6 The employer will not, in any way, be liable for any injuries or losses sustained by the intern during his/her period of internship

4.2.7 The employer is under no obligation, after completion of the internship, to employ or consider the intern for any position in the establishment of the employer.

5. Disputes

Should a dispute be declared on any the following matters, it may be referred to the SALGBC.

5.1 The interpretation or application of any provision of this Agreement, the intern's contract of employment or a sectoral determination made in terms of section 18(3) of the Skills Development Act;

5.2 Chapter 4 of the Skills Development Act;

5.3 The termination of this Agreement or the intern's contract of employment; Should either Party fail to carry out any of its obligations in terms of this agreement, then the other Party shall be entitled to give the defaulting Party written notice to comply therewith, within a period of not less than 10 (ten) days. Should the defaulting fail to so, the other Party may, without prejudice to any rights it may have, terminate the agreement without further notice.

6. Protection of confidential information

The intern undertakes not to communicate to any person outside the employers' service either during the currency of this agreement or after the termination thereof, any information obtained by him/her, during the course of his official duties, without the written consent of the employer to this effect.

In the interest of the protection and maintenance of the trade secrets, technical connections and all other confidential information, business connections, customer connections and all other confidential information ("trade secrets") of the employer, the intern undertakes to the employer that-

(If the intern is a minor the legal guardian shall complete the contractual agreement)

Part B: Details of the internship and the parties to this agreement

- 6.1 The intern will not, during his/her period of internship or any time thereafter, either utilise or cause to be utilised and /or directly or indirectly divulge and/or disclose to any third party any of the employer's trade secrets.
- 6.2 The intern will treat as confidential all confidential information which a third party has, in terms of any agreement made available to the Employer, and which has become known to the intern in the course of his/her tasks, and not divulge to any other party any information regarding such confidential information and
- 6.3 Any document or records (including written instructions, notes or memoranda) relating to the trade secrets of the Employer which are made by the intern or which come into the intern's possession during the period of his/her internship with the employer, are deemed to be the property of the employer, and will be surrendered to the Employer on demand, and in the event of the termination of the intern's service by the employer, the intern will not retain any copies thereof or extract there from or claim any right of retention thereof

1. Intern details

1.1 Title: Mr/ Mrs/ Miss:.....

1.2 Surname:.....

1.3 Name:.....

1.4 Identity Number:.....

1.5 Date of birth:.....

1.6 Sex:

Male	Female
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1.7 Race:

African	Indian	Coloured	White	Other
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1.8 Do you have a disability, as contemplated by the Employment Equity Act 55 of 1998?

YES (Please Specify)

1.9 Residential address:

1.10 Postal address (if different from 1.9):

1.11 E-mail address:

1.12 Which languages do you speak?

1.13 Are you a South African citizen?

Yes	No
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(specify and attach documents indicating your status, for example: permanent residence, study permit, etc.)

1.14 Student number (if available):.....

1.15 Course of Study:.....

2. Organisational Details

2.1 Name of department:.....

2.2 Business address:.....

.....



_____ Date:

Witness signature

.....

_____ Date:

Employer signature

.....

_____ Date:

Witness signature

.....

_____ Date:

Intern signature

.....

Institution representative signature

.....

DATE INTERNSHIP TO CEASE:.....

DATE INTERNSHIP TO COMMENCE:.....

2.7 E-mail address:.....

2.6 Fax No:.....

2.5 Telephone No:.....

2.4 Name of contact person:

.....

2.3 Postal address (if different from 2.2):.....

.....



Date:.....

(Name)

(Signature)

DEPARTMENT HEAD/HRD HEAD DIRECTOR NAME AND SIGNATUR

FAX:.....

TELEPHONE:.....

MENTOR:.....

COMPONENT:.....

PROGRAMME:.....

Approval is hereby granted that the protégé be admitted to a Mentorship/ Internship placed as follows:

(FOR OFFICIAL USE)

GREAT KEI LOCAL MUNICIPALITY

Internship contract

Preamble

The employment contract must be read in conjunction with the internship agreement. The two documents should not contradict each other.

TERMS AND CONDITIONS OF INTERN EMPLOYMENT CONTRACT WITH GREAT KEI LOCAL MUNICIPALITY

1. Section to which intern as assigned:

2. Period of employment

Commencement of employment

3. Intern Allowance (monthly, weekly, daily or hourly):

4. Hours of Work

12. Employee Declaration

No amendments to the Internship Agreement will be effected

11. Amendments:

Substitution as per intern's consent and the institution's approving the substitution'

10. Substitution of Employer

Subject to the Determination on interns and learners' made by the Minister of Public Service and Administration on 1 June 2006, an intern or learner is entitled to the same conditions of services as a casual employee, referred to in regulation 1/VII/B.1(e) of the Public Service Regulations, 2001 (as amended).

9. Conditions of Service

As per Internship Agreement

8. Termination

7. Place of Work

Based on agreement between Great Kei Municipality and Universities/ Universities of Technology/ Colleges

6. Duties and Responsibilities

The intern shall be entitled to remuneration for authorized overtime worked, which will be calculated in terms of the applicable overtime policy

5. Overtime (if applicable)

40-hour working week

13. Acceptance

This regulation provides as follows: "An executing authority...may appoint a casual employee for a period not exceeding 12 months".

FOR AND ON BEHALF OF ECLB

NAME:.....
POSITION:.....

Signature
Date

Signature and of Employee (Intern)

Signature of the Municipal Manager.....
Date: 29 June 2013
Signature of the Mayor.....
Date: 29 June 2013

