



# LIMPOPO

**PROVINCIAL GOVERNMENT**  
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT  
OF  
PUBLIC WORKS**

<b>Policy Name</b>	<b>Learnership Policy</b>
<b>The revision/ version of the Policy</b>	<b>02</b>
<b>Domain</b>	<b>Human Resource Development</b>

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## ACRONYMS AND ABBREVIATIONS

"DPSA"	Department of Public Service Administration
"SAQA"	South African Qualification Authority
"NQF"	National Qualification Framework
"HoD"	Head of Department
"HRD"	Human Resource Development
"MEC"	Member of Executive Council
"LPDPW"	Limpopo Provincial Department of Public Works

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## 1. INTRODUCTION

The Department of Public Works, in keeping with the White Paper on Public Services Training, Education and Development, White Paper on Transformation of the Public Service, the Skills Development Act No 97 of 1998, and all other relevant provisions relating to Human Resource Development as well as the Internship Framework for the Public Services as recommended by the Department of Public Service and Administration, June 2001, has developed an internship programme for the Department in order to provide newly graduated students as well as those working towards completing their studies an opportunity for exposure into the working environment and experiential training. This will further ensure skills availability for the Department where a gap arises and a general support and contribution to Higher Education in the Limpopo Province.

## 2. PURPOSE AND OBJECTIVES

This policy serves to guide the implementation of the Internship programme within the Department and provides a framework within which all aspects of the programme must be filtered through.

- 2.1 To have an institutional framework for the establishment and monitoring of internship programme that would meet the labour market needs.
- 2.2 To meet the challenges of capacity building in the Department of Public Works and Public service.
- 2.3 To expose interns to meaningful real life work experiences which complement their classroom experience and enable them to gain skills and confidence, thus increasing their chances of accessing employment opportunities at a later stage or even become employable.
- 2.4 To integrate structured learning and structured workplace experience.
- 2.5 To bridge the gap between current education and labour needs

## 3. AUTHORITY OF POLICY

This policy is authorized and issued by the Executive Authority.



#### **4. LEGAL FRAMEWORK**

- 4.1 Constitution of the Republic of South Africa, 1996 (Act No. 108 of 1996)
- 4.2 Skills Development Act, 1998 (Act No.97 of 1998)
- 4.3 Skills Development Levies Act, 1999 (Act No.9 of 1999)
- 4.4 South African Qualifications Authority Act, 1995
- 4.5 National Qualification Framework
- 4.6 Labour Relations Act, 1995 as amended
- 4.7 Employment Equity Act, 1998 (Act No.55 of 1998)
- 4.8 Public Financial Management Act, 1999 (Act No.1 of 1999)
- 4.9 Public Service Act, 1994 as amended
- 4.10 Occupational Health and Safety Act.1993
- 4.11 Basic Conditions of Employment Act,1997
- 4.12 White Paper on the Public Service Training and Education, 1997
- 4.13 White Paper Affirmative Action in the Public Service,1998
- 4.14 White Paper on Human Resource Development, 1998
- 4.15 The Public Service Regulations, 2001 as amended
- 4.16 National Skills Development Strategy for South Africa
- 4.17 The Learnership Framework for the Public Service, 2001
- 4.18 Provincial Skills Development Strategy (Draft)
- 4.19 Sector Determination No.5 on Learnerships
- 4.20 The Workplace Skills Plan & Human Resource Plan

The legal framework includes any other collective agreements and amendments to existing legislation and any subsequent relevant legislation that may be promulgated.

#### **5. SCOPE OF APPLICATION**

The Internship policy is applicable to:

- 5.1 Unemployed South African graduates from Institutions of Higher Learning who have completed their degrees or diplomas.
- 5.2 Unemployed graduates who have not been exposed to work experience related to the area of study that they have completed.
- 5.3 'Student interns' who are currently studying at an Institutions of Higher Learning and are required to complete a period of internship in order to meet the requirements of the qualification for which they are studying.

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## 6. DEFINITIONS

- 6.1 **Intern** refers to any person who is contracted with a Department to engage in an internship programme.
- 6.2 **Graduate Intern** refers to unemployed graduates from Higher Education Institutions who have completed their Diplomas or degree and have not been exposed to work experience related to their course of study anywhere in the public and private sector.
- 6.3 **Student Intern** refers to learners currently registered with Higher Learning Institutions and are required to complete a period of internship in order to meet the requirements of the qualification for which they are studying.
- 6.4 **Internship** refers to a structured workplace experience program that is agreed to between the intern and the supervisor/line-manager who is delegated this responsibility by a Department. This work experience provides exposure in a field relevant to the qualification(s) of the intern and relevant to the skills needs of the department over a specified period.
- 6.5 **The Department** refers to the Limpopo Provincial Department of Public Works.
- 6.6 **Mentor** is an official appointed by the Department who is responsible for supervision or mentoring of interns.

## 7. POLICY PRONOUNCEMENT

### 7.1 IDENTIFICATION OF THE DEPARTMENTAL INTERNSHIP NEEDS

- 7.1.1 In conjunction with the Departmental Strategy, Human Resource Plans and Policies, Internship needs will be identified by respective Directorates at both Districts and Head office, for submission and further analysis by Human Resource Development (HRD).
- 7.1.2 These needs are to be submitted by the end November of every calendar year.

### 7.2 INTERNSHIP OPPORTUNITIES

- 7.2.1 Preference will be given to graduate studies in line with Departmental specific programme and sub programme occupational function and needs of the Department.
- 7.2.2 Student Intern opportunities will be granted as per applicant request and the Department's ability to host such a learner depicted by factors such as and not limited to human resources (mentor), office space and equipment.
- 7.2.3 Internship opportunities will be allocated to fields of study within the core and support functions of the Department.



7.2.4 Representation in percentages may be changed at the discretion of the Head of Department to meet service delivery needs and priorities.

### **7.3 ADVERTISEMENT, SELECTION AND APPOINTMENT OF INTERNS**

7.3.1 The fields of study for which the Internship opportunities are available must be advertised annually by the end of January as per departmental recruitment policy.

7.3.2 The Department will also participate in career exhibitions, and liaise with various educational institutions in cases where there is scarcity of skills.

7.3.3 The selection and appointment of interns Internship applications will be in line with Departmental Recruitment Policy, Employment Equity Act and DPSA Determination on interns and learners.

### **7.4 CONDITIONS OF SERVICE**

7.4.1 The conditions of service for graduate interns will be in line with DPSA Determination on interns and learners  
Normal conditions of service for temporary employees as per the Basic Conditions of Employment Act No.75 should apply except for the following:

7.4.1.1 The Department will pay fixed stipend

7.4.1.2 No deductions whatsoever will be made from the learner stipend

7.4.1.3 The stipend will vary depending on the NQF level.

7.4.2 **Student Interns** shall sign a Waiver contract indemnifying the Department from any liabilities related and resulting from learner's agreement with the Department.

7.4.3 Interns are free to associate themselves with any Union of their choice at no cost as per the agreement with the relevant Union.

### **7.5 REMUNERATION**

#### **7.5.1 Graduate Interns**

7.5.1.1 Remuneration of Interns in the Department of Public Works will be guided by the DPSA Determination on interns and learners made by the Minister of Public Service and administration.

7.5.1.2 Only graduate interns employed on a fixed term contract will be remunerated.

7.5.1.3 The Department shall remunerate graduate interns at the end of each month provided they work 40 hours per week.

7.5.1.4 Internship budgets for remuneration of Graduate interns as per DPSA guidelines on the implementation of Internship, shall reside with components personnel budget of the Department



### **7.6.5.2 The functions**

- 7.6.5.2.1 Give advice to the Manager: HRD
- 7.6.5.2.2 Oversee the quality of the internship programme
- 7.6.5.2.3 Set criteria collaboratively with the Managers of SBU's to measure the effectiveness of the internship programme, selection of mentors and interns
- 7.6.5.2.4 Assist in co-coordinating, monitoring, and evaluation of all internship.
- 7.6.5.2.5 Assist with the recommendations for approving internship programme as well as policies.
- 7.6.5.2.6 Timeously determine the numbers of Internship opportunities to be made available per field of studies.
- 7.6.5.2.7 Serve the best interest of the Department
- 7.6.5.2.8 Release the annual report on the allocation of internship programme

## **7.7 CONTRACT ADMINISTRATION OF APPOINTED INTERNS**

- 7.7.1 Graduate Interns and Student Interns will enter into a contract with the Department as per DPSA guideline on the implementation of the internship programme, before they commence with their internship and experiential training.
- 7.7.2 Students placed in sensitive programmes will have to go through security clearance and complete the security questionnaire before they are placed in certain Strategic Business Units within the Department

## **7.8 PLACEMENT**

- 7.8.1 The HRD directorate and the Training Committee will be responsible for ensuring that students/ interns are placed appropriately within the Department. Students Interns should be placed according to the relevant qualifications or field of study as reflected in the contract or institutional report book.
- 7.8.2 An intern who has completed his /her studies successfully will be placed in the division relevant to the field of study he / she has undertaken for the duration of the internship. Emphasis should be placed on fulfilling the gaps that exists in the scarce skills within the department.

## **7.9 INDUCTION AND ORIENTATION**

- 7.9.1 Human Resources' Recruitment section will be responsible for the physical orientation of the intern to the working environment for familiarization.
- 7.9.2 The Public Service Induction will be the responsibility of HRD



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## **7.10 DURATION OF THE PROGRAMME**

7.10.1 The Department of Public Works Graduate Internship Programme will be for a maximum period of twelve months as per 2002 Human resource Strategy for the Public Service, without any possibility of extension.

7.10.2 The Department of Public Works Student Internship Programme will be for a minimum period of three months to a maximum period of twenty four months.

## **7.11 TERMINATION**

7.11.1 The Department shall terminate the contract at the end of the duration period and no extension of internship contracts will be entered into as per DPSA Determination on interns and learners

7.11.2 Upon completion interns will be awarded a testimonial letter.

## **8 PENALTY**

Failure to comply with the provisions of this policy will be dealt with in terms of the Public Service Disciplinary Code and procedures as amended

## **9 DISPUTE RESOLUTIONS**

Any dispute that may arise out of the interpretation or application of this policy will be resolved through grievance resolution procedure for the public service

## **10 INCEPTION DATE**

The inception date of this policy is a day after the approval.

## **11 REVISION OF POLICY**

The policy shall be reviewed as and when there are new developments in the the relevant legislation.

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## **7.5.2 Student Interns**

7.5.2.1 Student interns shall sign a waiver contract which indemnities the Department from any financial obligation to the learner.

## **7.6 ROLES AND RESPONSIBILITIES**

### **7.6.1 Head of Department**

The Head of Department or his/her delegate is responsible for the following:

- 7.6.1.1 Approve Internship contracts
- 7.6.1.2 Approve Internship appointments
- 7.6.1.3 Approve budget for internship programme
- 7.6.1.4 Report on the Internship programme
- 7.6.1.5 Identify appropriate development assignments and create a working environment that will allow interns / students to help the Department meet its operational needs while developing and enhancing their employability skills
- 7.6.1.6 Ensure that the compensation strategy is in line with National Internship framework or obtain prior approval for the differentiation
- 7.6.1.7 To award recognition testimonials

### **7.6.2 SHRM Professionals**

They are responsible for the following:

- 7.6.2.1 Giving advice and support for the managers to assist them in decision making on developing and applying the internship programme
- 7.6.2.2 Integrate the internship and mentorship programme into the performance agreements of relevant Managers
- 7.6.2.3 Ensure that the Internship programme is incorporated into the Human Resource and Employment Equity plans
- 7.6.2.4 Convene Selection Committee meeting
- 7.6.2.5 Advise HoD on the programme
- 7.6.2.6 Conduct ongoing Research on the programme and update processes accordingly
- 7.6.2.7 Monitoring of the whole programme
- 7.6.2.8 Induction and orientation of the student or intern
- 7.6.2.9 Provide training for mentorship to designated supervisors

### **7.6.3 Supervisor / Mentors**

Interns will be allocated mentors / supervisors to guide them with the necessary skills and they will be responsible for the following:

- 7.6.3.1 Developing a structured developmental plan, defining what the student must learn in the programme for the entire programme period.



- 7.6.3.2 Compiling progress reports and signing of the workbook based on the performance of the learner
- 7.6.3.3 Incorporate functions related to the Internship programme into their performance agreement.
- 7.6.3.4 To advise, guide, support and coach the learners throughout the programme

#### **7.6.4 The Intern**

The obligations of the intern are to:

- 7.6.4.1 Enter into a written placement agreement with the Department and performance agreement with the mentor;
- 7.6.4.2 Execute all tasks/duties allocated and agreed to;
- 7.6.4.3 Give feedback between theory and practice in order to reinforce the alignment of the two;
- 7.6.4.4 Supply the mentor with the feedback on the effectiveness of the internship or experiential learning programme and mentoring arrangements;
- 7.6.4.5 Abide by the rules, regulations and protocol of the Department and the division in which she/he is placed;
- 7.6.4.6 Demonstrate pro-activeness towards self-development, and
- 7.6.4.7 Participate in the general activities of the division in which internship or experiential learning activities take place.

#### **7.6.5 The Departmental Training and Development Committee**

##### *7.6.5.1 Composition*

- 7.6.5.1.1 The HoD must appoint a Departmental Training Committee
- 7.6.5.1.2 The committee may consist of five (5) to ten (10) members and should reflect the composition of the workforce of the department
- 7.6.5.1.3 The committee will consist of the following members:
  - 7.6.5.1.3.1 Chairperson – General Manager Corporate Services
  - 7.6.5.1.3.2 Secretariat HRD Section
  - 7.6.5.1.3.3 District Coordinators
  - 7.6.5.1.3.4 Senior Managers from the Following programmes:
    - 7.6.5.1.3.4.1 Expanded Public Works Programme
    - 7.6.5.1.3.4.2 Strategic Management
    - 7.6.5.1.3.4.3 Properties and Facilities Management
    - 7.6.5.1.3.4.4 Corporate Services (HRS)
    - 7.6.5.1.3.4.5 Construction Management/Design and Planning
    - 7.6.5.1.3.4.6 Strategic Finance
- 7.6.5.1.4 Two(2) representatives from Provincial Organised Labour



## 12 ENQUIRIES

Enquiries with regard to any matter relating to this policy will be directed to the Human Resource Development directorate

Approved by

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**EXECUTIVE AUTHORITY**

25/07/13  
**DATE**

# **STUDENT INTERNSHIP/EXPERIENTIAL TRAINING**

## **INDEMNITY AGREEMENT**

### **INDEMNITY AGREEMENT FOR STUDENT INTERNSHIP PROGRAM.**

Whereas I (name of Student), \_\_\_\_\_, Identity no. \_\_\_\_\_, and a student registered with (name of Institution) \_\_\_\_\_, Studying(field of Study) \_\_\_\_\_, desire to participate in the Limpopo Department of Public Works' Student Internship programme, for purposes of acquiring the necessary and relevant on the job exposure as per my qualification requirement, hereby accept and agree under no duress that:-

1. The Department of Public Works is providing this support to me and that my participation in this programme is undertaken voluntarily and at my own risk.
2. That whilst all due care is taken by the Department of Public Works to manage and minimize risks, I do undertake to release and discharge the Department, its staff, clients, partners or any servants or agents from all liabilities, claims, costs, charges and expenses by myself or my dependents, arising from injuries, accidents, loss or damage, whether directly or indirectly, fatal or otherwise, sustained during the agreed upon period of the programme, howsoever such injuries are caused.
3. I understand that the scope of this agreement includes all claims based on the negligence, action and inaction or omission of the Department of Public Works, its staff, clients, partners and servants or agents
4. That in the event of any risk incidents, I agree to inform the Department and my immediate supervisor, and assist with any incident inquiry as may be necessary, as determined by the Department.
5. I undertake to comply with the lawful instructions of the Department's employees, under whose supervision I am assigned and to abide by policies and procedures set forth by the Department, which guides the work of the staff and volunteers in the work with clients, and that when in doubt, I will refer to the coordinator, mentor, supervisor or respective staff for clarification.
6. I agree and accept that participation in this programme is voluntary and does not involve any form of remuneration in return for service(s)

rendered, both in monetary terms(e.g. allowances and reimbursement of expenses) as well as in kind (e.g. accommodations and loans Departmental assets), unless otherwise stated.

I hereby accept full responsibility for the accuracy and completeness of the information and accompanying documents in my application and understand that any false or misleading information in connection with my application may be cause for rejection/ conclusion of the experiential training service.

As such, I also authorize the Department of Public Works to verify any and all information for accuracy.

I HAVE READ EACH AND EVERY WORD IN THIS INDEMNITY AGREEMENT and I FULLY UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THEIR SIGNIFICANCE.  
I VOLUNTARILY SIGNED THIS INDEMNITY AGREEMENT.

NAME OF PARTICIPANT (PLEASE PRINT)

\_\_\_\_\_

AGE \_\_\_\_\_

DATE: \_\_\_\_\_

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

PROGRAM DATES (TERM):

From \_\_\_\_\_ to \_\_\_\_\_

PARTICIPANT'S SIGNATURE:

Witness

\_\_\_\_\_

\_\_\_\_\_

**NB:**

**ALL MARRIED PARTICIPANTS MUST HAVE THE FOLLOWING PROVISION SIGNED BY THEIR SPOUSE**

I \_\_\_\_\_ As a spouse of \_\_\_\_\_, have read each and every word of this Agreement and I fully understand the terms and conditions for my spouse to participate in this Program. In exchange for my mutual agreement with my spouse for their participation in the Department's Program, I voluntarily sign this Indemnity Agreement. By signing, I agree to release, waive and hold the Department harmless from any and all claims I may have, including any claims for loss or deprivation of my spouse's services, support, sexual relations, comfort or attention that I may suffer as a result of, arising out of or in connection with any of the events, conditions or risks stated in the Agreement, even if such loss, liability, damage, costs or death is based on the negligence of the Department.

SPOUSE'S NAME:

\_\_\_\_\_

Id Number: \_\_\_\_\_  
AGE: \_\_\_\_\_  
DATE: \_\_\_\_\_

Spouse's Signature: \_\_\_\_\_

The Department of Public Works  
As represented by:

Witness

\_\_\_\_\_