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PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
ROADS AND TRANSPORT

BURSARY POLICY

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1. PREAMBLE

The pursuit of further education and training is important as it exposes employees to new developments in their professional careers, help them grow and perform their work better. Basically it broadens their knowledge base and helps them derive new ways of doing things. This ensures continued supply of learned human resources that will enhance and sustain service delivery by the Department. Therefore, it is of utmost importance that resources are allocated to support and encourage this initiative that is geared at developing the human resources to sustain present and future survival of the Department.

2. POLICY OBJECTIVES

The objectives of this policy are:

- 2.1 to create a learning organisation where further learning is encouraged;
- 2.2 to encourage and support employees at all levels who intend pursuing formal learning at accredited educational institutions in line with the Department's core functions;
- 2.3 to support and address the Employment Equity (EE) and Affirmative Action (AA) initiatives of the Department as outlined in the Departmental Employment Equity Plan

3. BUDGET

HRD directorate will compile a provisional budget each year for use during the next academic year. This will be based on projected increase in academic fees, the Department's human resources plan its knowledge/skills requirements.

4 CONDITIONS FOR FINANCIAL ASSISTANCE

The conditions stipulated hereunder will apply with regard to awarding of bursaries to applicants

- 4.1 all employees irrespective of gender, race, culture, age, creed, disability or status can apply for financial assistance
- 4.2 in awarding financial assistance, preference will be given to-
 - 4.2.1 studies relevant to the departmental core and support functions;
 - 4.2.2 employees studying for basic tertiary qualifications; and
 - 4.2.3 employees occupying middle and lower level positions (i.e. levels 1 to 12);
- 4.3 the bursary shall be in the form of a loan which is converted into a grant upon passing course(s) /subject(s) registered for during a particular academic year;

4.4 the bursar shall repeat failed course(s)/subject(s) at own cost.

4.5 failure to repeat the course(s)/subject(s) failed during the previous year, the bursar shall have to repay the Department the amount paid for the course(s)/subject(s) or remain in the employment of the Department for the duration of 12 months;

4.6 employees with more than six (6) years in the public sector are exempted from penalties in 4.5 above;

NB: Any further financial assistance can be applied for on passing failed course(s)/subject(s) and forwarding proof thereof to the Bursary Administrator.

4.7 HRD and the Departmental Skills Development Committee (DSDC) will screen and recommend bursary applications for approval by the Head of Department; (the structure of the DSDC is outlined in the HRD policy.)

4.8 when awarding bursaries, preference shall be given to employees who pursue studies which are in line with their current post or career path;

4.9 all bursars shall be compelled to complete their studies within a period of six years for a three year qualification, four years for a two year qualification and two years for a one year qualification;

4.10 all bursars shall qualify for study leave (special leave) as determined by Public Service Regulations/Resolutions;

4.11 the bursar shall redeem the granted loan by remaining in the employ of the department/public service for 12 months after completing his/her studies. Employees with more than six (6) years in the public sector are exempted;

4.12 in the event the bursar leaves the employ of the department/public service for any other reason other than retrenchment, redundancy or retirement before the expiry of the 12 months after his/her last year of study, the granted loan for the last year shall immediately become repayable in full or pro-rata depending on the time outstanding;

NB: In case of death or the bursar being incapacitated by any mental or physical disability, any liability for the refund of any moneys which may be owed to the Department shall lapse.

5. RECRUITMENT AND SELECTION

5.1 Advertisements

A circular inviting applications for financial assistance will be issued during July/August each year via the Bursary Administrator to ensure that:

5.1.1 all employees are afforded an equal opportunity to apply;

5.1.2 to allow timeous application at relevant institutions.

5.2 Application Process

A completed application made on the prescribed Bursary Application Form and endorsed by the immediate supervisor shall be forwarded to the Bursary Administrator.

NB: The Line Management recommendations must include confirmation that:

5.2.1 the studies pursued by the applicant shall be in line with the departmental activities;

5.2.2 the studies to be pursued by the applicant forms part of his/her Personal Development Plan (POP) ;5.2.3 will provide the applicant with critical skills required in his/her current post;

5.2.3 will provide the applicant with critical skills required in his/her current post;

5.2.4 the studies are in line with the applicants career path.

All applications shall reach the office of the Bursary Administrator as prescribed by a Bursary Circular each year.

The DSDC shall scrutinise and select applications during October. Their details will be forwarded to the Head of Department for approval

ADDENDUM 1: A copy of the Bursary Application Form

NB. Due to budgetary constraints, first preference in granting financial assistance will be given to employees pursuing studies that will address the skills gaps as informed by the Workplace Skills Plan (WSP) and the Employment Equity (EE) initiatives of the Department.

6 ADMINISTRATION PROCESS

The Bursary Administrator shall ensure that:

6.1 All applicants are informed of the outcomes of their applications;

6.2 All successful applicants shall sign Contractual Binding Forms for Training Assistance: Serving Employees;

6.3 Payment of registration and tuition fees shall be paid directly to the relevant educational institutions upon receipt of proof of registration.

ADDENDUM 2: A copy of Contractual Binding Forms for Training Assistance: Serving Employees

7. CONTRACTUAL OBLIGATIONS

The following contractual obligations shall apply to employee(s) studying on full-time basis:

7.1 the employee who pursues studies full-time on an external bursary or scholarship with post-study (employment) obligations shall have to terminate his/her employment with the Department;

7.2 where the employee pursues full-time studies on an external bursary or scholarship with no post-study obligations, the following conditions shall apply:

- ❖ the employee will have the option of terminating his/her employment with the Department;
- ❖ the employee can take unpaid leave or can apply for study leave if (s)he has sufficient leave days to cover the duration of his/her studies. Permission will be granted subject to the HOD's approval. Upon completion of their studies, the employee shall be placed in a position anywhere in the Department that is not lower in rank than the one held prior to pursuing the studies.
- ❖ with regard to those employees pursuing studies relevant to the Departmental priorities or send to study by the Department, special leave can be granted. Permission must be granted subject to the HOD's approval.

7.3 In case of an employee having received a bursary from the Department to study full-time, (s)he will redeem the bursary by serving the Department on the basis of one year for each year of study or any part thereof.

7.4 In case of an employee who studies or undergoes training in short periods, e.g. three or six months, (s)he shall enter into a contract with the Department in terms of which (s)he will serve the Department for a commensurable period;

7.5 when the employee pursues part-time study, (s)he shall be allowed to attend contact classes should it be required of him/her to do so. A copy of an attendance timetable must be forwarded to the Bursary Administrator and Line Manager. The employee must then arrange time-off (for classes) with the Line Manager through completion of Leave Forms. Copies of the leave form and the time-table attached, shall be forwarded to the Bursary Office for the bursary file.

NB. At District level this process should be co-ordinated by the Head of District, who will forward the copy of the leave documents to the Bursary Officer for filing.

8. BURSARIES FOR FULL-TIME STUDIES

8.1 The department shall grant bursaries to students (unemployed youth) for full-time studies depending on the availability of funds.

8.2 bursaries for full-time studies shall be advertised on either print or electronic media inviting applications from qualifying candidates;

8.3 the same procedures and processes shall be applicable for selection of applications, unless otherwise directed by management through an agreement with academic institutions or any organisation;

ADDENDUM 3: A copy of the Bursary application form by external Students for full-time studies

9. BURSARY SUSPENSION, WITHDRAWAL OR CANCELLATION

9.1 If the bursar is not making a satisfactory progress as outlined in the contract, the Department may suspend or withdraw the bursary.

9.2 If the bursar is excluded from examinations or expelled from the institution or discontinues his/her studies on his/her own accord, the bursary shall be cancelled forthwith and the bursary shall be regarded as a loan to be repaid to the Department at the applicable interest rate time to debts fee to the state which shall be from time to time determined by the Minister of Finance in terms section(80)1(b) of the Public Finance Management Act. The amount owed shall be deducted from his/her salary on an instalment basis over a period agreed upon between the employee and Finance Department (Treasury). This will be facilitated by the Bursary Administrator. A Redemption Agreement Form shall be completed in full by the employee authorising the Department to effect such deductions.

ADDENDUM 3: A copy of the Redemption Agreement Form

10. COMMUNICATION

The bursar shall keep the Bursary Administrator informed of the progress she/he makes, e.g. proof of registration, statement of account, examination results change of institution which requires approval, etc

ADDENDUM 1

DEPARTMENT OF ROADS AND TRANSPORT BURSARY APPLICATION FORM

PERSONAL DETAILS

Name: _____

Job Title: _____

Section: _____

QUALIFICATIONS OBTAINED

Persal: _____

Directorate/Region : _____

Gender: _____

Highest Qualification Obtained: _____

Institution: _____ Year: _____

Have you previously awarded a Bursary by this Department or any other

Institution/Organization: YES/ NO

If YES, name the sponsor and for what qualification(s): _____

STUDY DIRECTION

Intended field of study to be pursued: _____

Name of Institution: _____

Academic year of study (e.g. 1st, 2nd or 3rd year): _____

FINANCIAL ASSISTANCE BREAKDOWN

Expense description	Amount
Registration fee	
Tuition fee	
Examination fee	

MOTIVATION: (Please give motivation for this financial need.)

SIGNATURE OF APPLICANT

DATE

LINE MANAGEMENT APPROVAL

Name	Persal	Job Title	Directorate/Region

Line Management recommendations:

Signature:_____

Date:_____

ADDENDUM: 2

CONTRACTUAL BINDING

TRAINING ASSISTANCE: SERVING EMPLOYEES

UNDERTAKING

1. (a) Whereas I, the undersigned
..... (full name) hereinafter called "the
employee" born on..... 19..... An employee in the service of
the State in the..... (name of department/administration;
hereinafter called "the Department", am accepting a bursary/an assignment of the
Department to undertake on a full-time/part-time basis.....
(name of course/study) hereinafter called the Course/Assignment which extends
over a prescribed minimum period/prescribed minimum remaining period of
year(s)r

(b) whereas I must for the aforementioned purpose attend classes in official hours of duty and/or undertake study/researcher as the case may be at an approved training institution locally or abroad as stipulated in writing by the Department as directed by its needs from time to time and;

(c) whereas the Department will allow/assign me to attend such classes in official hours of duty for the prescribed minimum duration/prescribed minimum remaining duration of the Course/Assignment.

1. Therefore I undertake -

(a) to commence the Course/ Assignment with effect from 2..... to take the Course/Assignment full-time/ part-time while I am in the service of the Department and to complete the Course/Assignment successfully within the aforementioned period or within such extended period as may be approved in terms of clause 3(d) (ii);

(b) to furnish the Department with satisfactory proof of enrolment for the Course/Assignment at the commencement of each year of study;

(c) if I study full-time, to report for and resume my normal duties in the Department at the centre specified by the Department from time to time, during the vacations when I am released from attendance at lectures and/or practical/theoretical training as may be granted to me in respect of such periods;

(d) to undergo such practical training as may be prescribed by the aforementioned training institution as part of the Course/Assignment or as may be required for purposes of registration in my particular profession, in the Department, if the Department so desires;

(e) to inform the department on a regular basis of my progress, and to furnish the Department with official

(f) to provide proof of my examination results immediately after the results of any annual/bi-annual examinations/supplementary examinations have been made known by the examining authority;

(g) if I study full-time, and after I have complied with all requirements of the Course/Assignment, to immediately

(h) continue to serve the Department or such Department to which I may be transferred, in any capacity for which the Department concerned may consider me suitable for a continuous period equal to the period of one year for each individual year of study or part thereof in respect of which I was released from duty and allowed/assigned for the purpose of attending classes for the

completion of the Course/Assignment (hereinafter called "the Contract Period", in the post/rank of which I was appointed or to which I may be transferred/promoted;

OR

If I study part-time, and after successful completion of the first year of study and each successive year of study, to immediately serve the Department to which I may be transferred, in any capacity for which the Department concerned may consider me suitable, for a continuous period equal to the period of one year for each individual year of study or part thereof in respect of which I was released from duty and allowed/assigned for the purpose of attending classes for the completion of the Course/Assignment (hereinafter called "**the Contract Period**", in the post/rank to which I was appointed or to which I may be transferred/promoted;

(i) if I fail to comply with any condition contained in clause 2(a) to (f), or if I leave, or am discharged from the Public Service before successful completion of Course/Assignment or before expiry of the Contract period, to repay immediately the following moneys to the department in which I am employed at the time of my non-compliance with the condition(s):

(i) All expenses and fees paid by the State for the course, as well as salaries and allowances received by me during which I was studying in order to complete the Course/Assignment, provided that the amount so due shall be reduced in the same proportion as the number of calendar months full-time uninterrupted service rendered in terms of this undertaking bear to the contract.

(ii) Interest on the amount in Clause 2(g) at the ruling interest applicable from time to time to debts to the state as determined by the Minister in terms of the provisions of Section 2(6) of the Exchequer Act, calculated from the date on which the obligation to pay arose in terms of clause 2(g), to date of payment.

I, the undersigned, accept that -

(a) The Department shall be responsible for the payment of costs attached (delete that which is not applicable) -

- (i) tuition, registration and examinations;
- (ii) transport to and from the institution;
- (iii) accommodation
- (iv) study material or part thereof; and
- (v) daily allowance or part thereof;

(b) I shall be responsible for the payment of all expenses attached to the Course/Assignment except those mentioned in clause 3 (a);

(c) The journeys to and from the place(s) to which I have to report in terms of clause 2(c), shall be regarded as official journeys provided that no subsistence allowance shall be payable during the journeys;

(d) The department may at any time **suspend** the privilege granted in terms of clause 1(c) if the Department is in its sole discretion, of the opinion that I am not making satisfactory progress with the Course/Assignment. If the Department so suspends such privilege -

(i) I shall be obliged to repeat and complete successfully at my own expense and in my own time any subjects which I have outstanding. If I prefer not to continue with the studies immediately, I shall be deemed to *have* abandoned the Course/Assignment, in which event clause 2(g) shall apply;

(ii) I shall be permitted to exceed the prescribed minimum duration or minimum remaining duration of the course/Assignment by a period as determined by the Department;

(iii) I shall continue to be subject to the provisions of this undertaking during such period of suspension; and

(iv) The Department may at any time thereafter reinstate the privilege granted in terms of clause 1(c) if the Department is in its sole discretion/of the opinion that I have made satisfactory progress with the Course/Assignment.

(e) the Department may at any time **withdraw** the *privilege* granted in terms of clause 1(c) if I *have* failed to comply with the provisions of clause 2(b),(c), (d) or (e) or if the Department *is*, in its sole discretion, of the opinion that I have not made satisfactory progress with the Course/Assignment, that I did not attend lectures and/or practical classes regular/y, or that it is and in the interest of the State that the privilege continue to be granted. In such an event the provisions of clause 2(g) shall apply, and

(f) notwithstanding anything mentioned in this undertaking, if the department withdraws/suspends the privilege granted in terms of clause 1(c) or if I abandon the Course/Assignment, the Department may permit me to fulfill successful or unsuccessful/abandoned years of study by means of service in the Department of such Department to which I may be transferred, a service obligation which will be a continuous period equal to the period of one year for each individual year of study or part thereof in respect of which moneys were paid for the purpose of the Course/Assignment; and

4. I accept further that -

(a) as far as my absence due to leave from my normal duties during the Contract Period is concerned, only vacation leave on full pay (with the exception of vacation leave granted on me for purposes of study), sick leave on full pay or partly pay, and special sick leave that may be granted as a result of an injury on duty, shall count as service for completing the Contract Period;

(b) periods of study during official hours of duty with retention of salary with the objective of obtaining qualifications or to fulfill certain departmental needs, shall count as service in fulfillment of a service obligation in terms of any agreement/undertaking which I have entered/may enter into with the State. Should any such agreement(s)/undertaking(s) contain provisions to the contrary they shall be regarded as amended accordingly;

(c) if I leave, or am discharged from the Public Service, any money due to me by the State, including any pension moneys, may be set off against any amount due to the State in terms of this undertaking;

(d) irrespective of the amount involved in terms of this undertaking any action which may arise from this undertaking, may be instituted in a magistrate's court in South Africa which may otherwise have jurisdiction;

(e) if my obligations in terms of this undertaking cannot

(f) be fulfilled owing to my death, or if such obligations cannot, in the discretion of the Department to which I may be transferred) be fulfilled owing to the fact that I have become incapacitated by any mental or physical disability, any liability for the refund of any moneys which may be due in terms of this undertaking, shall lapse. This concession shall be applicable only where the provisions of clause 2(g) have not taken effect;

(g) this undertaking shall not absolve me from any obligation in terms of any other undertaking(s)/agreement(s) which I have entered / may enter into with the state. Periods of compulsory service resulting from and in terms of more than one undertaking/agreement, shall be served consecutively, and in the order in which such agreement(s) / undertaking(s) were entered into. Should any such agreement(s) / undertaking(s) contain provisions to the contrary, they shall be regarded as amended accordingly;

(h) this undertaking may be amended only with written approval of the Department; and

(i) a certificate issued by the Department(or such department to which I may be transferred) shall serve as *prima facie* evidence of the amount due by me to the department concerned in terms of this undertaking.

5. I undertake to notify the Department of any change of address while owing any amount in terms of this undertaking, and if I fail to do so, and it, becomes necessary for the Department to incur any expense to trace me, to refund the Department for such expense.

6. I further undertake to pay the state attorney's client-and-attorney costs as well as his collection costs if the case against me is referred to the State attorney for recovery as a result of my failure to fulfill my obligations in terms of this undertaking.

7. I hereby renounce the provisions of the Prescription Act (68 of 1969) as amended, or any such similar legislation and undertake not to enter a plea of prescription in any action that may be instituted against me in terms of this undertaking.

8. I elect as my *domicilium citandi et executandi* and for the purpose of any notice or for the service of any legal process arising out of this undertaking, the following residential address in South Africa:

.....
.....
.....
.....
.....

Signed at..... this.....Day of.....

2.....

.....
SIGNATURE OF EMPLOYEE

WITNESSES:

(a).....
(b)

If the employee is a minor, this undertaking must be countersigned by his/her father, mother or legal guardian.

Assisted by me,

.....

**COUNTERSIGNED BY FATHER, MOTHER OR
LEGAL GUARDIAN OF THE EMPLOYEE**

WITNESSES:

(c).....

(c).....

Full name of father, mother or legal guardian

.....

Identity No:.....

Relationship:.....

Address:

ADDENDUM 3

DEPARTMENT OF ROADS TRANSPORT REDEMPTION AGREEMENT

On this dayI.....Persal number.....
agree herewith that I owe the Department of Transport an amount of R----- plus
interest, calculated against the official interest rate applicable from time to time
regarding bursary cancellation.

I hereby grant permission that:

1. The amount due may be deducted from my salary as specified below:

MONTH and YEAR		INSTALMENTS AMOUNTS	
Start	End	First	Last

- 2.If by any reason other than death I terminate my employ with the Department
(j) any moneys that the Department owes me at that stage,
(ii)pension that is owed to me at that stage

Signed aton.....day.....2.....

.....

Witnesses: 1.....

Bursar

2.....

Signed aton.....day.....2.....


.....
Department of Roads and Transport

Witnesses: 1.....
2.....

11. POLICY REVIEW

The policy will be reviewed annually or when necessary.

ENDORSED



HEAD OF DEPARTMENT

18/02/09
DATE

Note: This policy is a blue print of the original policy that was approved by MEC Stan Motimele on 21.09.2006.