



*A Better Place for All*

Main Street  
Creighton, 3263  
P.O Box 62  
Creighton 3263  
Phone: +27 39 833 1038  
Fax: +27 39 833 1179  
Email: mailbox@ndz.gov.za  
[www.ndz.gov.za](http://www.ndz.gov.za)

## **DR NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY**

### **INTERNSHIP / IN-SERVICES AND LEARNERSHIP: POLICY**

<b>Date Approved:</b>	<b>21 MAY 2024</b>
<b>Effective Date:</b>	<b>2024-2025</b>

#### **1. PURPOSE**

- To create a framework for the establishment of an experiential training programme within the Municipality.
- To promote youth education and training through practical learning.
- To empower all undergraduates, graduates and post-graduates residing within the Dr Nkosazana Dlamini- Zuma areas of jurisdiction especially from designated groups to familiarize themselves with practical on-the-job experience in their respective career choices.

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

The policy applies to all undergraduates, graduates and post-graduates of Dr. Nkosazana Dlamini-Zuma Municipality.

#### **3. DEFINITIONS**

In this policy unless the context indicates otherwise-

- 3.1 **“Experiential Training”** means knowledge based on experience.
- 3.2 **“Internship”** means the provision for new entrants to the labour market to gain work exposure.
- 3.3 **“In Service Trainee”** means an enrolled student at a recognized institution undergoing training to obtain a Diploma/degree or other recognized qualification.
- 3.4 **“Learnership”** means the provision of practical work experience while undergoing education and training at an accredited institution.
- 3.5 **“Local People”** Local people will refer to the bona fide citizens and residents of the Dr Nkosazana Dlamini- Zuma Municipal area who are registered as voters within the area of jurisdiction of the Dr Nkosazana Dlamini- Zuma Municipal area.

#### **4. ABBREVIATIONS**

- 4.1 **‘MM’** Municipal Manager.
- 4.2 **‘NQF’** National Qualifications Framework.
- 4.3 **‘PDP’** Personal Development Plan.
- 4.4 **‘SAQA’** South African Qualification Authority.
- 4.5 **‘SETA’** Sector Education and Training Authority

#### **5. 3. LEGAL FRAMEWORK AND REQUIREMENTS**

- Skills Development Act (97 of 1998) and Labour Relations Act (66 of 1995);
- Municipal Structures Act (117 of 1998)
- Employment Equity Act (55 of 1998)
- Basic Conditions of Employment Act (75 of 1997)

#### **6. INTERNSHIP PROGRAMME**

##### **6.1 RECRUITMENT PROCEDURE AND CRITERIA FOR SELECTION OF INTERNS**

- 6.1.1.** Interns shall be recruited through the placement of advertisement in the local newspaper
- 6.1.2.** All interns shall be required to be in possession of National Qualification Framework (NQF) level 6 to 4.
- 6.1.3.** All prospective interns shall, in response to a particular advert, submit to the Corporate Services Department the following documents:
  - i.** Written application letter

- ii. A detailed curriculum vitae
  - iii. Certified copies of academic certificates and ID
- 6.1.4.** A shortlisting panel duly constituted in terms of the Recruitment Policy and Regulations, shall conduct shortlisting of candidates for the experiential training/internship programme, in terms of the specifications mentioned in the notice.
- 6.1.5.** The shortlisted candidates shall be invited for an interview on a date to be determined by the Shortlisting Committee.
- 6.1.6.** The members of the Shortlisting Committee shall also constitute an interviewing panel for the selection of suitable interns.
- 6.1.7.** Appropriate questions to be asked in the interviews shall be jointly formulated in advance by the Corporate Services Department and the line department concerned when necessary.
- 6.1.8.** The Interviewing Committee shall assess the performance of each candidate against the specifications contained in the notice.
- 6.1.9.** The Interviewing Committee shall, on the basis of the overall performance of each candidate, make a recommendation for the placement of the preferred candidate.
- 6.1.10.** The Corporate Services Department shall, upon receipt of the recommendation of the Interviewing Committee, prepare an appointment letter of a particular candidate as an intern to the Municipal Manager for consideration.
- 6.1.11.** Upon approval of the recommendation by the Municipal Manager, a letter of appointment of the candidate, as an experiential trainee, shall be issued by the Corporate Services Department.
- 6.1.12.** The candidate, to whom an internship opportunity has been offered, shall be required to sign an acceptance of the training opportunity within 72 hours after receipt of the written offer of the training opportunity by the Municipality.
- 6.1.13.** Failure to sign an acceptance may lead to nullification of the offer by the Municipality.
- 6.1.14.** Candidates who decline offers shall be required to do so in writing.
- 6.1.15.** As a contingency measure, the interviewing committee shall be expected to make a second and third choice candidate for consideration in the event of unavailability of the first candidate.
- 6.1.16.** Applicants or candidates for positions of internship shall not be reimbursed for travelling costs to and from places of interview, and testing when necessary

## **6.2. ADMINISTRATIVE REGULATIONS ON APPOINTMENT OF INTERNS AND DURATION OF EXPERIENTIAL TRAINING AND STATUS OF INTERNS**

- 6.2.1.** All Departments including the Office of the Municipal Manager shall be allocated a maximum number of two interns per Department except Finance interns (Treasury)
- 6.2.2.** Training programme shall be limited to a maximum period of two (02) years per intern.
- 6.2.3.** Notwithstanding an appointment of interns for a period of TWO years in terms of clause No 6.2.2, the Municipality shall reserve the right to terminate an experiential training programme for a particular training programme with a notice period of one week up to a maximum of one month.
- 6.2.4.** Interns shall not be classified as employees, nor shall their status be equivalent to that of employees in many respects.
- 6.2.5.** All interns shall sign a contract of internship with the Municipality which include matters amongst others duration of training, accumulation of leave, reporting procedure, working hours and related conditions.
- 6.2.6.** Any other working conditions not specified in the terms and conditions, relevant labour legislation would take precedence
- 6.2.7.** Interns shall be paid **R 5000, 00** of a monthly stipendiary allowance. Interns shall be required to work the same working hours applicable to employees of a unit in which they are deployed.
- 6.2.8.** Interns shall accumulate annual leave of 1.25 days for each completed month and one (1) day of sick leave for every 26 days worked. At the expiry of the contract, any annual leave due is not cashable.
- 6.2.9.** After the first four (4) months of employment the intern will be entitled to paid family responsibility leave of three (3) days which the intern is entitled to take when:
- 6.2.9.1.** The intern's child is born
  - 6.2.9.2.** The intern's child is sick
  - 6.2.9.3.** in the event of the death of a family member.
  - 6.2.9.4.** A female experiential trainee/intern will be entitled to three (3) months of unpaid maternity leave.
- 6.2.10.** Interns shall be deployed to the organisational units according to the experience required and chosen career path for furtherance of their career objectives.
- 6.2.11.** Municipal officials shall provide on-the-job training to interns attached to their workstations for the duration of their stay at each station. The interns shall be assigned mentors who assist with work-related and guide their development in the workplace.

- 6.2.12.** Intern shall abide by the Code of Discipline of the Municipality.
- 6.2.13.** In cases of alleged misconduct, a summary dismissal of the experiential trainee/intern shall be executed, upon hearing the side of the story of the experiential trainee/intern.
- 6.2.14.** Interns shall be classified as employees for the purpose of Workmen's Compensation.
- 6.2.15.** Interns shall not be required to work overtime, but on exceptionally circumstances hours worked must be given to an intern in lieu of overtime hours worked.
- 6.2.16.** Interns shall be eligible for short courses/ trainings at the expense of the Municipality.
- 6.2.17.** Interns shall be eligible to apply for internally advertised posts
- 6.2.18.** Intern intending to terminate contract must give the Municipality one (1) week written notice of termination of contract.
- 6.2.19.** Interns should have no expectation of a permanent contract of employment, and as such their services with the Municipality will cease once their experiential training period expires.
- 6.2.20.** The internship programme can be extended, under exceptional circumstances, for up to a maximum of six (06) months, which must be approved by the Municipal Manager.

## **7. IN-SERVICE TRAINING PROGRAMME**

### **7.1. RECRUITMENT**

- 7.1.1.** Each Department shall be eligible to take two in-service trainees per annum
- 7.1.2.** For each application made for in-service training all trainees must submit to the Corporate Services Department the following documents:
  - (i.)** A detailed curriculum vitae
  - (ii.)** Certified copies of academic certificates and ID
  - (iii.)** A letter of recommendation for undergoing an experiential training programme, issued by the academic institution where applicable.
  - (iv.)** Proof of residence.

### **7.2. ADMINISTRATIVE REGULATIONS ON APPOINTMENT OF IN SERVICE TRAINEES AND DURATION OF IN SERVICE TRAINING AND STATUS OF IN SERVICE TRAINEES**

- 7.2.1.** Experiential Training will be exclusively reserved for local people.
- 7.2.2.** Training programme shall be limited to a maximum period required by the institution in order to obtain a formal qualification

**7.2.3.** In-service trainees shall be remunerated **R3500**

**7.2.4.** Municipal officials shall provide on-the-job training to in-service trainees attached to their workstations or the duration of their stay at each station. The in-service trainees shall be assigned mentors who will expose and guide them in the workplace. The mentors will be required to complete the work log book as required by the institution.

**7.2.5.** In-service trainees shall abide by the Code of Discipline of the Municipality.

**7.2.6.** In cases of alleged misconduct, a summary dismissal of the in-service trainees shall be executed, upon hearing the side of the story of the in-service trainees.

**7.2.7.** In-service trainees shall not be required to work overtime but on exceptional circumstances hours worked must be given to a trainee in lieu of overtime hours worked

**7.2.8.** In-service trainees shall not be eligible for training at the expense of the Municipality

## **8. LEARNERSHIP PROGRAMME**

### **8.1. RECRUITMENT PROCEDURE AND CRITERIA FOR SELECTION OF LEARNERSHIPS**

**8.1.1.** Recruitment for learnerships shall be done through a notice in the local newspaper immediately after the Local Government Sector Education and Training Authority (LGSETA) has submitted a letter of approval to the Dr Nkosazana Dlamini- Zuma Municipality as per LGSETA requirements.

**8.1.2.** Learnerships will be exclusively funded by the SETA.

**8.1.3.** A learnership agreement may not be terminated before the expiry of the period of duration specified in the agreement unless:

**8.1.3.1.** The learner meets the requirements of the successful completion of the learnership

**8.1.3.2.** The SETA which registered the agreement approves of such termination; or

**8.1.3.3.** The learner is fairly dismissed for a reason related to the learner's conduct

## **9. POLICY IMPLEMENTATION AUTHORITY**

Corporate Support & Services Department.

## **10. POLICY AUTHORISATION AUTHORITY**

The Council will remain the principal source of authority.

## **11. POLICY MONITORING AUTHORITY**

The Training Committee and Local Labour Forum.

**12. COUNCIL APPROVAL AND EFFECTIVE DATE**

Approval of Policy by Council and Effective date: -----

  
.....  
**MUNICIPAL MANAGER**

21/05/2024  
.....  
**DATE**

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