

EDUCATION POLICY of the NEWCASTLE MUNICIPALITY

> Human Resources Development February 2014

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1. INTRODUCTION

- 1.1 This policy document sets out the parameters in terms of which the municipality may assist permanent employees to acquire necessary qualifications. This in turn is expected to enable them to perform specific occupational, general administrative and technical tasks aimed at establishing a more dynamic public service. The education policy should support the strategic objectives of the municipality.
- 1.2 The Division: Human Resources Development will determine the qualifications which will add value to the Newcastle Municipality as an organisation and then negotiate with the educational institutions to present classes at the Newcastle Municipality Training Centre.

2. SCOPE

- 2.1 This policy is applicable to all permanent employees, employees appointed in terms of section 56 of the Municipal Systems Act (Act 32 of 2000) as well as Councillors of the Newcastle Municipality.
- 2.2 All references made to employees, is regarded as a reference made to those referred to in 2.1 above.
- 2.3 The education and development programme in terms of this policy will be applicable for all qualifications with a minimum of 120 credits as per the National Qualifications Framework.

3. OBJECTIVES

The objectives of the education and development programme are:

- 3.1 to provide employees with an opportunity to obtain qualifications offered by tertiary educational institutions by attending classes at the Newcastle Municipality Training Centre.
- 3.2 to provide employees the opportunity to undertake studies where there is a critical shortage of personnel with suitable qualifications within the Municipality, and where these posts cannot be readily filled through the recruitment of suitably qualified people.
- 3.3 to provide employees the opportunity to undertake studies where the intended programme is in line with the mission and vision of the Newcastle Municipality as well as the goals contained in the IDP.
- 3.3 to make use of the Affirmative Action (AA) initiatives to support and address the Employment Equity (EE) in terms of Employment Equity

4. AUTHORITY

- (a) Skills Development Act, 97 of 1998
- (b) Municipal Finance Management Act, 56 of 2003

- (c) Labour Relations Act, 66 of 1995
- (d) South African Qualifications Authority Act, 58 of 1995
- (e) National Skills Development Strategy 2005-2010
- (f) National Human Resource Development Strategy 2005 2010
- (g) Employment Equity Act, 55 of 1998
- (h) Municipal Systems Act, 32 of 2000
- (i) Municipal Structures Act, 117 of 1998

5. EDUCATION AND DEVELOPMENT PROGRAMME

- 5.1 The Division: Human Resources Development will identify tertiary qualifications applicable to the Newcastle Municipality.
- 5.2 Departments will be notified of the intended programmes where after nominations must be approved by the Head of Department and be submitted to the Division: Human Resources Development
- 5.3 Education will be provided by way of arranging for classes to take place at the Newcastle Municipality Training Centre.
- 5.4 Cost of tuition, registration and examination fees will be paid by the Newcastle Municipality.
- 5.5 A maximum of two prescribed text books per module will be purchased by the Division: Human Resources Development and will be kept in the department for use by all students.
- 5.6 An employee who is included in the programme and who fails in any subject / course(s) or year of study, must immediately repeat the failed subject / course or entire year of study (whichever is applicable) in his/her own time and expense. Should the candidate be exempted from repeating the subject(s) / course(s) in order to proceed, a written deferment must be submitted to the Human Resources Department.
- 5.7 Nominated employees must complete and sign a prescribed contract. The employee will only be allowed to register for the course after this agreement has been duly completed and signed.
- 5.8 Employees will be entitled to special leave for the period of attending the course during working hours. Should it operationally not be possible for an employee to attend a class, a written apology must be given to the lecturer as signed by the Head of Department. Should the employee, for whatever reason, withdraw from the course prior to the final assessment, such special leave will be converted to vacation leave.
- 5.9 The employee shall be entitled to special leave for the purpose of writing examinations as per the provisions made by the Divisional Bargaining Council.
- 5.10 The onus rests with the candidate to complete assignments and any other work required by the institution outside normal working hours.

- 5.11 Travel and accommodation costs will be limited to R700 per night as an allinclusive fee. Travel and accommodation will only be paid in cases where it is not possible to have the class / examination / other activity in Newcastle and must be a compulsory activity as prescribed by the institution. The activity must commence before 09:00 and finish after 16:00 for accommodation to be paid. All other costs in excess of R700.00 will be at the cost of the candidate.
- 5.12 Should the employee leave the service of the municipality by resignation or termination due to misconduct or non-performance prior to expiry of the period referred to in 5.13, the employee will be liable to refund the municipality in full for all costs incurred to attend the course. The employee shall also reimburse the municipality in the event of failing or not completing the course.
- 5.13 The employee will remain in the service of the municipality for a period of 12 months for each year of study, calculated from the date the official results are made known by the educational institution, failing which a proportional part of all monies paid as well as all expenses incurred by the municipality towards the granting of special leave shall be deducted from the salary of the candidate, calculated on a pro-rata basis and where each completed month in respect of the compulsory service period represent 1/12 of the total amount owed.

6 DISPUTE RESOLUTION PROCEDURE

- 6.1 Any person may refer a grievance about the interpretation or application of this agreement to the Municipal Manager as per step three of the Grievance Procedure;
- 6.2 in the event of the Municipal Manager failing to resolve the grievance, the person referring the grievance may invoke the dispute resolution mechanism as contained in the Constitution of the SALGBC.

7. CONCLUSION

- 7.1 Human resource development involves a dynamic partnership between management and staff. This is fostered through management's commitment to staff development which requires that management impress upon employees that it expects a return on its investment in the form of improved work performance, from those in whom time and financial resources have been invested for the purpose of further studies.
- 7.2 This return on investment needs to be demonstrated by an employee through a consistently high work performance and a meaningful contribution to the realization of the municipality's objective.