



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
EDUCATION

**PROCEDURE MANUAL FOR
RECRUITMENT AND
APPOINTMENT OF CONTRACT
WORKERS**

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PROCEEDURE ON RECRUITMENT AND APPOINTMENT OF CONTRACT EMPLOYEES

1. DEFINITION OF TERMS

1.1 **Contract Worker:** means a person appointed for a fixed term contract.

2. INTRODUCTION

2.1 Limpopo Department of Education is mandated to deliver services to the public. The workload and work circumstances may, in certain instances, warrant the recruitment and employment of contract employees. It is against this background that this procedure manual aims to regulate the employment of contract employees.

3. PURPOSE

3.1 The purpose of this Procedure Manual is to provide measures with a view to regulating the employment of contract employees.

4. SCOPE OF APPLICABILITY

4.1 This procedure manual is applicable to all employees appointed in terms of Public Service Act, 1994 as amended.

5. LEGISLATIVE FRAMEWORK

5.1 Public Service Act, 1994 as amended

5.2 Public Service Regulations, 2001 as amended

5.3 Labour Relations Act, 1995 as amended

5.4 White Paper on Human Resource Management, 1997

5.5 PSCBC Resolution 1 of 2007

6. MANUAL PROVISIONS

6.1 GENERAL

- 6.1.1 In terms of PSCBC Resolution 1 of 2007, the employment of contract employees must be for a "fixed term" and this would mean that in respect of such employment, there must be a pre-determined commencing and termination date.
- 6.1.2 Fixed term contract shall expire upon reaching the termination date. Employment on contract for further periods, even if continuous with previous periods would be treated as a new contract of employment.
- 6.1.3 The employment of contract employees shall be for periods not exceeding 12 calendar months and, should there be a need for their continued employment beyond the 12 months period, consideration must be given for the creation and filling of the post on the fixed establishment.
- 6.1.4 The employment of contract employees will be effected as additional to the fixed establishment
- 6.1.5 The employment of contract employees will be considered in instances where it is necessary to accomplish a specific task or project which has a predetermined lifespan.
- 6.1.6 The employment of contract employees is restricted to an appropriate grading on salary level 6 or below as determined with due regard to the level of output and competencies required. However, in instances where it is necessary to effect the contract employment on salary level 7 and above, the directorate:

OD & HR Planning must be approached to evaluate the position with a view of determining the appropriate grading.

6.1.7 The employment of contract employees is subject to prior written approval from Head of Department. Under no circumstances must an employee be allowed to assume duties without approval.

6.1.8 The contract employment does not create expectation that the incumbent will be employed in a permanent capacity.

6.2 PROCEDURE DESCRIPTION

6.2.1 Request for the employment of contract employees

6.2.1.1 The Head of relevant component, where the contract employment is required, must forward a fully motivated request to the Head of HR. Such request must contain details in respect of, inter-alia, the following:-

- i. The need for contract employment with reference to the purpose and extent of the specific task and duties to be performed;
- ii. The anticipated commencement date and the duration of the contract employment;
- iii. Financial implication of the contract employment;
- iv. Component, objective and responsibility where the budget is allocated;
- v. Based on the level of output and competencies required, the rank and salary level;
- vi. The number of contract employees required.

6.2.1.2 The anticipated commencement date of the contract employment must be such that it allows sufficient time to obtain the necessary approval from HOD

6.2.1.3 The responsible HR Component must, upon receipt of the request, and within 2 working days, attend to the matter as follows:-

- i. Contract employment for duration of less than 6 months:-
 - a. Validate the request,
 - b. Prepare and submit a memorandum to the Head of Department seeking approval for contract employment,
 - c. Upon receipt of the decision from the Head of Department, Advise the Head of relevant component accordingly and, where necessary, issue directives regarding the employment of the contract employees

6.2.1.4 Contract employment for duration exceeding 6 months.

- i. Validate the request,
- ii. Prepare and submit a memorandum to the Head of Department to seek approval for the contract employment for the initial period not exceeding 6 month pending the recommendation from OD and HR Planning component
- iii. Simultaneously, refer the request with a covering letter to OD for investigation relating to the need for the contract employment beyond 6 months and its recommendation must be furnished within 30 working days from the date of the letter,
- iv. Upon receipt of the recommendation from OD and HR Plan, the following must be done:-
 - a. Where it is not recommended, advise the relevant component accordingly, and
 - b. Where it is recommended, prepare and submit a memorandum to HOD to seek approval for the contract employment for period exceeding the initial 6 months.

6.2.2 Employment of contract employees

- 6.2.2.1 The recruitment, selection and nomination of persons for employment as contract employees must be undertaken in accordance with Departmental policy on Recruitment and Selection.

- 6.2.2.2 The approval for the employment of the nominated candidate/s must be obtained in accordance with relevant delegations.
- 6.2.2.3 The contract employee must be issued with a letter of contract employment clearly indicating the terms and conditions of employment and the period of employment. It must also be ensured that the contract employee concerned signs a copy of the letter as formal acceptance of the contract of employment.
- 6.2.2.4 The contract employment and the accompanying salary payments must be processed on PERSAL.

6.3 EMPLOYMENT CONDITIONS

6.3.1 Remuneration and benefits

- 6.3.1.1 The contract Employee must be remunerated on the minimum salary notch of the applicable salary level as a fixed salary; however this salary notch will be adjusted in accordance with the General Salary Adjustment.
- 6.3.1.2 Contract employees employed for a period of less than 6 months shall receive the basic salary plus 37% in lieu of benefits (Excluding leave benefits). However, contract employees employed for period in excess of 6 months are required to make an election as to whether they opt for basic salary plus benefits or basic salary plus 37% in lieu of benefits (excluding leave benefits)
- 6.3.1.3 Benefits referred to above are as follows:-
- 6.3.1.3.1 Pension Fund**
- i. Admission to the government employees pension fund and in respect of the employee contributes at a rate of 7.5% of his basic salary and the employer contributes 13% per months
- 6.3.1.3.2 Service Bonus**

- i. The payment of an annual service bonus amounting to 100% of basic monthly salary which is payable in the month of the birthday. However, if the services rendered as at the date on which the service bonus is payable is less than a year's service, a prorated service bonus is payable provided that the employee is in service on the pay date of the relevant birth month. No service benefits is payable if the contract employment expires before the service bonus pay date. The service bonus is taxable but not pensionable.

6.3.1.3.3 Housing allowance

- i. An amount which is negotiated through collective bargaining is payable in the form of housing allowance to provide financial assistance to employees who meet the prescribed requirements. For this purpose, the applicable application for housing allowance must be completed and submitted to the relevant HR component and the payment will only be effected as from the first day of the months following the month on which such application was submitted. The amount payable may be adjusted through the collective bargaining process

6.3.1.3.4 Medical Aid

- i. The payment of medical aid subsidy to an amount not exceeding two thirds of a medical aid membership fee is payable provided that such membership is with the Government Employee's Medical Scheme (GEMS)

6.3.1.3.5 Leave

- i. The Contract Employee is entitled to leave that is proportional to the term of contract employment at a rate of one-twelfth of the leave entitlement contained in the Annexure, per month of service.

6.3.1.3.6 Working hours

- i. The official hours in respect of contract employees are the same as all other employees of the Department.

6.3.2 TERMINATION OF EMPLOYMENT CONTRACT

- 6.3.2.1 The Employment Contract will automatically terminate on the day following the last day on the period of the contract employment. Such termination will be effected without any written notification to the contract employee. Should it, however, be necessary to terminate the contract employment before the expiry, this must be done by giving 1 calendar month's written notice of such termination. Alternatively, the contract may be terminated with a shorter notice period by mutual agreement and must be endorsed in writing.

6.3.3 MONITORING

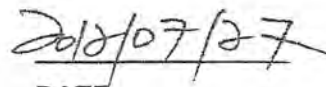
- 6.3.3.1 Compliance with the provisions of this procedure manual will be monitored on an ongoing basis by the Sub-directorate: HR Provisioning and in instances where non-compliance is detected, appropriate actions will be instituted.

6.3.4 EFFECTIVE DATE

6.3.4.1. The procedure manual will be effective immediately after approval.

APPROVED / ~~NOT APPROVED~~


HEAD OF DEPARTMENT
THAMAGA MJ


DATE